



CONTRACT SERVICES AGREEMENT
Educational Services – MCGRAW-HILL SCHOOL EDUCATION LLC

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/18/17 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and McGraw-Hill school Education LLC (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of **2017-2018** commencing from ~~August 9, 2017~~ **August 10, 2017**

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$7,500.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.


1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. This does not include any materials created by the CONTRACTOR, not specifically for the DISTRICT under this Agreement all rights are retained by the CONTRACTOR. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, ~~less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.~~ *GE*

II. PERFORMANCE OF AGREEMENT

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

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. Notwithstanding the foregoing, this Agreement may be assigned by the CONTRACTOR to an affiliate or in connection with a merger, consolidation, or sale of substantially all assets, without consent of DISTRICT. 
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner,

nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.



III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial


well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. In no event shall either Party be liable to the other Party (or to any other person claiming rights derived from such party's rights) for consequential, incidental, indirect, punitive or exemplary damages of any kind (including without limitation lost revenues or profits, loss of use, loss of cost or other savings, loss of goodwill or reputation) or loss of data with respect to any claims based on contract, tort or otherwise (including negligence and strict liability) arising from or relating to the solution, the materials or otherwise arising from or relating to this Agreement, regardless of whether such protected entity was advised, had other reason to know, or in fact knew of the possibility thereof. MHE's maximum liability arising from or relating to the solution, the materials or otherwise arising from or relating to this agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed the amounts paid by DISTRICT to CONTRACTOR hereunder. To the extent the foregoing exclusion of liability is not permitted under applicable law, CONTRACTOR's liability in such case will be limited to the greatest extent permitted by law. 
- 4.5 ~~CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein,~~ CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all THIRD PARTY claims and losses, costs or expenses for any damages due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice. 
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the

Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

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

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

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

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement ~~to recover damages~~ for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or *SC*
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

including any revisions and other derivative works or materials thereof (collectively, the "Contractor-Owned Materials"). The Contractor-Owned Materials shall be and remain the property of the Contractor and all rights, including without limitation, copyright, trade secret rights and patent rights, in and to the Contractor-Owned Material are and shall be and remain the sole property of the Contractor.

- 6.1 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.2 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. ~~CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils.~~ CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.3 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.4 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California Fals Claims Act, Government Code Section 12650 et seq.
- 6.5 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
McGraw-Hill School Education LLC
8787 Orion Place
Columbus, OH 43240
Attn: Bids and Contracts
Phone: 614-430-4434
Fax: 614-430-4467
Email: BidsandContracts@mheducation.com

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

Phone: 749-6114
Fax: 742-0573

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

- 6.6 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.7 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.8 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.9 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.10 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.11 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.12 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.13 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.14 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.15 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.16 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.17 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.18 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

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

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


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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

Contractor

By: _____  6/28/2017

Name: Steven R. Engel

Title: Senior Director, Finance

Exhibit A
Scope of Work

Professional Development @ \$2,500 per trainer, per day

Professional Development training includes training for paraprofessionals.

August 9th

WonderWorks: K-3 from 8am-11am

WonderWorks: 4-6 from 12pm-3pm

FLEX Literacy: 4-8 from 8am-11am

FLEX Literacy: 7-8 from 12pm-3pm (train more in depth)

August 10th

CA Wonders: K-6 from 8am-3pm

DnA Software Services Agreement

This DnA Software Services Agreement ("**Agreement**") is entered into effective as of July 18, 2017 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Marysville Joint Unified School District ("**District**").

RECITALS

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

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

WHEREAS, Illuminate also has acquired from third parties the right to make available in conjunction with the System (i) a database of test questions known as ("**Item Bank**");

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

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

AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through June 30, 2018 ("**Term**").

2. System Services; Third Party Services.

(a) System Services. Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District's students, but only with respect to the schools identified on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District schools. District is responsible for the actions of all District Users and other District employees and agents, for ensuring that only District Users are provided access to the System (including ensuring ID and password security), and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "**District Users**" means District employees, students and such students' parents or guardians holding a valid ID and password to use the System issued by the District.

(b) Third Party Services. Illuminate has entered into agreements with third parties that permit it to authorize District Users to download from such third parties' servers, or otherwise access, and use, through the System, (A) the Item Bank, subject, in certain instances, to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the applicable third party to authorize District to use the Item Bank in connection with the System, it will enable the System to allow District Users to do so. In the event that Illuminate ceases to have such right, or the applicable third party dissolves or otherwise ceases to make such product available to Illuminate, Illuminate will work with District to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to District. If Illuminate is unable to find or obtain the right to provide an alternative product on such terms, District's sole remedy will be either (i) a reduction in the Annual Fee by the per student

fee indicated in the table below in 3 (b), in the case of the unavailability of the Item Bank, or (ii) termination of this Agreement. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of either the Item Bank (or any alternative product) and will have no liability with respect thereto.

3. Fees.

(a) Annual Fee. District agrees to pay to Illuminate an annual fee (the "**Annual Fee**") for access and use of the System and applicable third party services each school year during the Term.

(b) Student Count. The parties agree that the number of students to be used in calculating the Annual Fee for each school year (the "**Student Count**") shall be the number of students during the preceding school year based upon the official California state website for schools in the District that will be using or are authorized to use the System.

By way of example, the estimated Annual Fees for the Term assuming the following Student Count(s) would be as follows:

Year 1

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
9,986	DnA - Licenses	Per Student Licenses - Illuminate Data and Assessment™	\$3.50	\$3.50	\$34,951.00
9,986	Grading Software	Assessment Scanning and Scoring	\$1.00	\$1.00	\$9,986.00
9,986	Content: INSPECT	Key Data Systems' INSPECT Item Bank and Pre-built Assessments	\$1.50	\$1.50	\$14,979.00
				Total	\$59,916.00

(c) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Training after initial training is exhausted will be at a rate equal the initial training rate for on-site training and \$500 per day for on-line training.

(d) Payment. The Annual Fee for each school year and fees for training and services shall be paid by District within 30 days of receipt of an invoice from Illuminate. Illuminate may submit an invoice for the Annual Fee in advance of each school year on or after the first day of such school year. Illuminate may submit an invoice for training and other services following the provision of such training or service.

(e) Failure to Make Payment. In the event District fails to pay the Annual Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon written notice from Illuminate, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of System; Third Party Materials. Illuminate and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to Illuminate ("**Third Party Materials**"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Illuminate pursuant to this Agreement ("**Specific Developments**"). District will have no rights in the System, any derivative works, the Specific Developments or Third Party Materials, except the right to access and use them as expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the System or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or license the System or Third Party Materials, (iii) create derivative works based upon the System or Third Party Materials or (iv) permit anyone other than District Users to use the System. District acknowledges that the System is confidential in nature and constitutes a trade secret of Illuminate and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or elements thereof, to any third party during the Term or thereafter.

5. Implementation, Data Conversion and Hosting. Illuminate agrees to provide the services associated with the implementation of the System and District Data conversion and hosting as follows:

(a) Hosting. The System and District Data will be hosted on Illuminate's servers.

6. System Maintenance and Support. Illuminate agrees to provide maintenance and support of the System to District. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with District to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to District. Illuminate is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by District or District Users, District employees or agents, unless such modification or alteration is approved in writing by Illuminate, or (b) any failure of District equipment or software.

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

8. District Data.

(a) Ownership and Control. District will retain ownership of, and the ability to control, all District information, including Pupil Records (as defined below), imported into the System ("**District Data**"). Illuminate may, however, internally use District Data that has been de-identified, including aggregated de-identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, to the extent District Data resides on Illuminate servers, Illuminate agrees to assist in the transfer all District Data back to District in an industry standard open format such as SQL at no charge.

(b) Sharing of District Data. Illuminate will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

9. Privacy and Security of Student Data.

(a) Definitions.

(i) ***"Pupil-Generated Content"*** means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) ***"Pupil Records"*** means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from District will continue to be the property of and under the control of the District.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the District.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to District and furnishing District, upon request, such information as is reasonably required to respond to the request. District is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with District to make such corrections.

(f) Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and subcontractors who will have access to

Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be encrypted in transmission. Illuminate further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, District will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. District and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

10. Illuminate Warranty.

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

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL ILLUMINATE SERVICES ARE PROVIDED "AS IS" AND ILLUMINATE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND ILLUMINATE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY SERVICES IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

11. Indemnification.

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

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

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

12. Insurance. Illuminate agrees to carry a comprehensive general and, if Illuminate has any company-owned or company-leased vehicles, automobile, liability (including cyber) insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

13. Termination.

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

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the

other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 8, 9, 10, 11, 13 and 14 and any obligations to pay for license fees, services, training or taxes pursuant to Section 3 that were earned or payable relating to the period prior to termination.

14. Miscellaneous.

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

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

If to Illuminate:

Illuminate Education, Inc.
6531 Irvine Center Drive, Suite 100
Irvine, California 92618
Attention: Contracts Administrator
E-mail: Contracts@IlluminateEd.com

If to District:

Marysville Joint Unified School District
1919 B Street ,
Marysville, California 95901
Attention: Amy Stratton
E-mail: astratton@mjusd.com

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure

to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

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

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

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

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

(h) No Third-Party Beneficiaries. Except for the indemnification rights of certain directors, officers, employees and agents expressly set forth in Section 11, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

(j) EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER DISTRICT OR ILLUMINATE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM, (b) LOSS, DAMAGE OR CORRUPTION OF DATA OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(k) CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT

MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE ANNUAL FEE FOR ONE YEAR SET FORTH IN SECTION 3. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(l) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstance beyond such party's reasonable control (a "***Force Majeure Event***"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

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

**Marysville Joint Unified School
District**

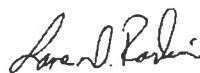
ILLUMINATE EDUCATION, INC.

Date

June 28, 2017

Date

Signature



Lane Rankin, President

Print

Title

EXHIBIT A
LOCATIONS

Anna McKenney Intermediate
Arboga Elementary
Browns Valley Elementary
Cedar Lane Elementary
Cordua Elementary
Covillaud Elementary
District Office
Dobbins Elementary
Edgewater Elementary
Ella Elementary
Foothill Intermediate
Johnson Park Elementary
Kynoch Elementary
Linda Elementary
Lindhurst High
Loma Rica Elementary
Marysville Charter Academy for the Arts
Marysville Community Day
Marysville High
Olivehurst Elementary
Paragon Collegiate Academy
South Lindhurst Continuation High
Yuba Feather Elementary
Yuba Gardens Intermediate

Marysville Joint Unified School District



Amendment to agreement with McTighe & Associates Consulting LLC, for teacher professional development

Both parties agree that the amount for the contract dated 6/27/2017 shall be increased from \$8,200 to not-to-exceed \$9,000. The estimated cost of travel has increased from the original agreement.

Contractor Name: McTighe and Associates, LLC/ Dr. Sandra Kleinman, consultant

Authorized Signature: James J. McTighe

Date: July 7, 2017

District Acceptance: sb

Ryan DiGiulio, Assistant Superintendent of Business Services



CONTRACT SERVICES AGREEMENT
Educational Services – The Richards Institute of Education

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on 7/18/17 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **The Richards Institute of Education** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of **2017-2018** commencing from **August 7, 2017-August 7, 2017**

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum up to **SIX HUNDRED DOLLARS AND NO CENTS (\$600.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts

Business Services Department

Approval: 

Date: 7/10/17

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included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

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

unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial

well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal

or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

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

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of

competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

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

CONTRACTOR:

The Richards Institute of Education

Address:

3379 Twin Oaks Dr.

Napa, CA 94558

Phone: 707-637-3166

Fax: 707-261-9176

Email: MARIE@RICHARDSINSTITUTE.ORG

DISTRICT:

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901

Phone: 749-6114

Fax: 742-0573

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

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

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

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

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

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

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

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

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

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Ryan DiGiulio
Assistant Superintendent of Business Services

The Richards Institute of Education

By: 
Name: Marie Butler
Title: Executive Director

Exhibit A
Scope of Work

One day professional development for all district Physical Education and Music Specialists on August 7, 2017 from 8:00am-3:00pm.

Offering a refreshingly different way to approach learning, Education Through Music (ETM) frees adults to teach in accordance with the joyful nature of children. Through song and play, ETM provides a gateway for contemporary understanding of learning, motivation, child theory and cognitive development.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT**

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Marysville Joint Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of \$4,000. A single invoice will be presented to Marysville JUSD by CEDRs, commencing with the signing of this Agreement in the amount of \$4,000 (four thousand dollars).

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be \$1,887 (one thousand, eight hundred and eighty-seven dollars) based on the student count as of the December 1, 2016 CASEMIS report of 1,258 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Year 1 Setup and maintenance fees not to exceed \$6,887.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder

except the obligation of Client to pay for work already completed.


9.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.



Johnny Arguilles, Director
Center for Educational Development and Research
San Joaquin County Office of Education

7/3/17
Date

Ryan DiGuilio, Assistant Superintendent of Business Services Date
Marysville Joint Unified School District



NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2017-2018

Business Services Department

Approval: 

Date: 7/6/17

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT UNIFIED SCHOOL

LEA

DISTRICT

Contract Year 2017-2018

☒

Nonpublic School

☐

Nonpublic Agency

Type of Contract:

☒

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2017-2018

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: TLC Child and Family Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 18, 2017, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and TLC Child and Family Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 18, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with

the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record

access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-

insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable

days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to

appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. *(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the

CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA

at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all

legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

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When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a

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qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

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CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 18th day of July, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

TLC Child and Family Services
Nonpublic School/Agency

Marysville Joint Unified School District
LEA Name

By: [Signature] 6/28/17
Signature Date
James E. Galsterer, Executive Director
Name and Title of Authorized Representative

By: _____
Signature Date
Dr. Gay Todd, Superintendent, MJUSD
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title <u>Karen Butler, Controller</u>			Name and Title <u>Toni S. Vernier, Executive Director</u>		
Nonpublic School/Agency/Related Service Provider <u>TLC Child and Family Services, Residential</u>			LEA <u>Marysville Joint Unified School District</u>		
Address <u>P.O. Box 2079</u>			Address <u>1919 B Street</u>		
City <u>Sebastopol</u>	State <u>CA</u>	Zip <u>95473</u>	City <u>Marysville</u>	State <u>CA</u>	Zip <u>95901</u>
Phone <u>707-823-7300</u>		Fax <u>707-823-9475</u>	Phone <u>530-749-6180</u>		Fax <u>530-741-7850</u>
Email <u>kbutler@tlckids.org</u>			Email <u>tvernier@mjuds.com</u>		

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TLC Child and Family Services

The CONTRACTOR CDS NUMBER: 49706077056229

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 14

Maximum Contract Amount: \$

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$187.46
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>		
<u>Language and Speech (415)</u>	<u>\$90.00</u>	<u>daily</u>
<u>Adapted Physical Education (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care (435)</u>		
<u>Health and Nursing: Other Services (436)</u>		
<u>Assistive Technology Services (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Physical Therapy (460)</u>		
<u>Individual Counseling (510)</u>	<u>174.60</u>	<u>hourly</u>
<u>Counseling and Guidance (515)</u>	<u>76.77</u>	<u>75 minutes</u>
<u>Parent Counseling (520)</u>	<u>174.60</u>	<u>hourly</u>
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Behavior Intervention Services (535)</u>	<u>244.20</u>	<u>hourly</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Residential Treatment Services (545)	\$10,415.57	monthly
Other (900)		

EXHIBIT B: 2017-2018 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 18, 2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School TLC Child and Family Services

LEA Case Manager: Name Toni Vernier Phone Number 530-749-6182

Pupil Name _____ Sex: ☐ M ☒ F Grade: 9
(Last) (First) (M.I.)
Address _____ State/Zip Ca, 95901

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☒ OTHER Residential, in
California

Parent/Guardian _____ Phone (530) _____ (Residence) _____ (Business) _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
19 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$187.46

Estimated Number of Days 199 **x Daily Rate** 187.46 **= PROJECTED BASIC EDUCATION COSTS** \$37,304.54

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415)							
a. Individual							
b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		x		1/wk	174.60	52	9,079.20
Counseling and guidance (515)		x		2/wk	76.77	104	7,984.08
Parent Counseling (520)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Residential (540)		x		monthly	10,415.57		124,986.84
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$142,050.12

6. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

TLC Child and Family Services
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District/Yuba County
SELPA
(Name of LEA/SELPA)



6/29/17
(Date)

(Signature)

(Date)

Jennifer Coker, Director of Special Education
(Name and Title)

(Name of Superintendent or Authorized Designee)

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE						DATE Jul 6, 2017			
PRODUCER NonProfits' United Workers' Compensation Group 610 Fulton Avenue, Suite 200 Sacramento, CA 95825 Arthur J. Gallagher & Co Insurance Brokers of California, Inc 1255 Battery Street #450 San Francisco, CA 94111 Phone: (916) 868-6231 Fax: (916) 880-5251				THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED TLC Child & Family Services 1800 North Gravenstein Highway Sebastopol, CA 95472				INSURERS AFFORDING COVERAGE					
				INSURER A: NonProfits' United Workers' Compensation Group					
				INSURER B: Safety National Casualty Corp [NAIC # 15105]					
				INSURER C:					
				INSURER D:					
				INSURER E:					
COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.									
THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF COVERAGE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS			
A	GENERAL LIABILITY					EACH OCCURRENCE		\$	
	COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)		\$	
	CLAIMS MADE	OCCUR				MED EXPENSE (Any one person)		\$	
	GENERAL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY		\$	
	POLICY	PROJECT				LOC	GENERAL AGGREGATE		\$
						PRODUCTS-COMP/OP AGG		\$	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Each accident)		\$	
	ANY AUTO							\$	
	ALL OWNED AUTOS					BODILY INJURY (Per person)		\$	
	SCHEDULED AUTOS							\$	
	HIRED AUTOS					BODILY INJURY (Per accident)		\$	
	NON-OWNED AUTOS							\$	
						PROPERTY DAMAGE (Per accident)		\$	
								\$	
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY		NPU-WCG 001-2017	1/1/17	1/1/18	<div style="display: flex; justify-content: space-between; align-items: center;"> <div>PER STATUTE</div> <div style="text-align: center;">X</div> <div>OTHER</div> </div>			
						E.L. EACH ACCIDENT		\$ 500,000	
						E.L. DISEASE - EA EMPLOYEE		\$ 500,000	
						E.L. DISEASE - COVERAGE LIMIT		\$ 500,000	
B	OTHER EXCESS Workers' Compensation		SP 4056129	1/1/17	1/1/18	Limit Per Occurrence - Statutory EL Per Occ & Agg \$2,000,000 xs of \$500,000			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS Evidence of Workers' Compensation Coverage:									
CERTIFICATE HOLDER NPUWCG-TLCCFS-052 Marysville Joint Unified School District Student Services 1919 B Street Marysville, CA 95901 ATTN: Toni Vernier				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.					

Includes Purchase Orders dated 06/01/2017 - 07/01/2017

Board Meeting Date July 18, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P17-03832	HUST BROTHERS INC	Ind Study Graduation	01-5630-1100	121.60
P18-00065	ADVANCED DOCUMENT CONCEPTS	Independent Study Copier Maint. 17-18 SY	01-5621-0000	500.00
			Total Location	621.60
Location Accounting/Payroll (103)				
P18-00039	Sharp Electronics Corp.	Accounting Dept. Copier Maint 17-18 SY	01-5621-0000	600.00
P18-00040	Sharp Electronics Corp.	Payroll Dept. Copier Service 17-18 SY	01-5621-0000	700.00
P18-00124	Peak-Ryzex Inc.	Maint. 2017-18 SY	01-5621-0000	1,821.87
P18-00305	IMAGE ONE CORPORATION	RocketSCAN Annual Maintenance	01-5801-0000	3,103.05
P18-00306	CALPERS	BUSINESS SERVICES GASB-68 17-18 FEES	01-5890-0000	350.00
P18-00340	YUBA ENVIRONMENTAL SCIENCE CHA	17-18 Est. In Lieu of Prop. taxes-Yuba Env.	01-8096-0000	148,138.00
P18-00341	PARAGON COLLEGIATE ACADEMY	17-18 Estimated In Lieu of Property taxes-Paragon	01-8096-0000	279,557.00
P18-00351	Capital One Public Funding,LLC	ACCOUNTING/FY 17-18	01-7438-0240	37,982.81
			01-7439-0240	155,708.17
P18-00352	ESCAPE TECHNOLOGY	ANNUAL LICENSE FEE 17-18 S.Y.	01-5621-0000	85,600.00
P18-00366	IMAGE ONE CORPORATION	RocketSCAN School Funding Forms	01-4300-0000	846.28
			Total Location	714,407.18
Location After School Program (107)				
P17-03901	VERIZON WIRELESS	Samsung Convoy 4 Arboga Stars	01-4300-6010	15.84
P17-03912	VERIZON WIRELESS	Cordua Stars Cell Upgrade	01-4300-6010	15.84
P17-03913	VERIZON WIRELESS	Covillaud Stars Cell Upgrade	01-4300-6010	15.84
P17-03914	VERIZON WIRELESS	Dobbins Stars Cell Upgrade	01-4300-6010	18.84
P17-03915	VERIZON WIRELESS	Ella Stars Cell Upgrade	01-4300-6010	15.84
P17-03916	VERIZON WIRELESS	Johnson Park Stars Cell Upgrade	01-4300-6010	15.84
P17-03917	VERIZON WIRELESS	Kynoch Stars Cell Upgrade	01-4300-6010	15.84
P17-03918	VERIZON WIRELESS	Linda Stars Cell Upgrade	01-4300-6010	15.84
P17-03919	VERIZON WIRELESS	Olivehurst Stars Cell Upgrade	01-4300-6010	15.84
P17-03920	VERIZON WIRELESS	McKenney Stars Cell Upgrade	01-4300-6010	15.84
P17-03921	VERIZON WIRELESS	Yuba Gardens Stars Cell Upgrade	01-4300-6010	15.84
P18-00072	ADVANCED DOCUMENT CONCEPTS	STARS Office Copier Maint. 17/18 SY	01-5621-6010	400.00
P18-00356	VERIZON WIRELESS	Edgewater Stars Cell Upgrade	01-4300-6010	15.84

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01)				Total Location 593.08
P18-00037	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 17-18 SY	01-5621-0003	3,000.00
			01-5630-0003	1,093.95
P18-00038	ADVANCED DOCUMENT CONCEPTS	ARB Copier Rental/Maint 17-18 SY	01-5621-0003	5,000.00
			01-5630-0003	1,930.50
Total Location				11,024.45
Location Browns Valley Elementary (03)				
P18-00049	SMILE BUSINESS PRODUCTS, INC.	Browns Valley Copier Rental/Maintenance 17-18 SY	01-5621-0003	900.00
			01-5630-0003	2,144.91
Total Location				3,044.91
Location Business Services (106)				
P17-03925	LINDA COUNTY WATER DISTRICT	ADA July 1, 2016 June 30, 2017	01-5530-0000	26,958.47
P18-00041	Sharp Electronics Corp.	Business Services Copier Maint 17-18 SY	01-5621-0000	285.00
P18-00109	FEDERAL EXPRESS CORP	FedEx for District 17-18 SY	01-5910-0000	650.00
P18-00331	NCSIG	Annual Premium Coverage 2017-2018	01-5450-0000	711,160.00
P18-00333	CASBO ATTN: ACCOUNTS RECEIVABLE	CASBO District Membership 2017-2018	01-5310-0000	2,000.00
P18-00337	HARTFORD INSURANCE	FLOOD INSURANCE 2017-2018 Arboga	01-5450-0000	8,384.00
Total Location				749,437.47
Location Categorical (203)				
P18-00077	ADVANCED DOCUMENT CONCEPTS	Categorical Copier Maint. 17/18 SY	01-5621-0003	300.00
			01-5621-3010	300.00
P18-00302	OFFICE DEPOT B S D	CATEGORICAL	01-4300-0003	1,750.00
			01-4300-3010	1,250.00
P18-00303	OFFICE DEPOT B S D	HOMELESS	01-4300-5630	1,800.00
P18-00329	Follett School Solutions, Inc.	2017-18 District Destiny	01-5801-0003	200.00
			01-5801-0004	12,428.35
Total Location				18,028.35
Location Cedar Lane Elementary (05)				
P17-03839	Encore Oils	Grease Trap Pump	13-5641-5310	360.00
P17-03902	VERIZON WIRELESS	Verizon Upgrade	01-4300-6010	15.84

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P18-00050	SMILE BUSINESS PRODUCTS, INC.	Cedar Lane Copier Rental/Overages 17-18 SY	01-5621-0003	3,100.00
			01-5630-0003	5,657.27
			Total Location	9,133.11
Location Charter Academy For Fine Arts (42)				
P17-03822	ADVANCED DOCUMENT CONCEPTS	Copier/MCAA	09-4450-1100	8,010.50
P17-03828	AMAZON.COM	Supplies - AP English	09-4300-1100	110.25
P17-03829	SACRAMENTO THEATRICAL LIGHTING	Bleacher Rental	09-5630-0000	4,000.00
P17-03830	LOGAN ENTERTAINMENT	Sound Services	09-5801-0000	1,589.46
P17-03831	AP EXAMINATIONS	Supplies - AP	09-4300-0000	2,957.00
P17-03841	TWIN CITY TROPHIES	Supplies - Graduation	09-4300-0000	520.48
P17-03842	ELITE UNIVERSAL SECURITY	Standing Guard	09-5801-0000	684.40
P17-03880	YUBA SUTTER REGIONAL ART COUNC	Advertising	09-5890-0000	50.00
P17-03883	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	57.75
P17-03884	MUSIC THEATRE INTERNATIONAL	Script	09-4300-1100	25.00
P17-03893	Arabis, Inc.	Fence Rental	09-5630-0000	1,776.35
P17-03894	JOSTENS INC AWARDS DIVISION	2016-17 Yearbook	09-4300-9010	141.74
P18-00062	ADVANCED DOCUMENT CONCEPTS	MCAA Copier Rental 17/18 SY	09-5621-0000	900.00
P18-00097	PTM Document Systems	MCAA Maint. 17-18 SY	09-5621-0000	499.00
P18-00102	HARLAND TECHNOLOGY SERVICES	MCAA MAINT. AGREEMENT 17-18 SY	09-5621-0000	642.00
			Total Location	21,963.93
Location Child Development (51)				
P17-03922	APPEAL DEMOCRAT	TEMP Site Supervisor Arboga	12-5890-6105	382.75
P18-00047	SMILE BUSINESS PRODUCTS, INC.	Child Dev. Copier Maint 17-18 SY	12-5621-6105	675.00
P18-00317	WAL-MART COMMUNITY BRC	PRESCHOOL SUPPLIES	12-4300-6105	23,000.00
P18-00318	WAL-MART COMMUNITY BRC	EMCC CHILD DEV/SUPPLIES	12-4300-5025	1,000.00
P18-00319	WAL-MART COMMUNITY BRC	MCC/Child DEV	12-4300-5025	500.00
P18-00320	WAL-MART COMMUNITY BRC	School Readiness	01-4300-9041	1,700.00
P18-00321	OFFICE DEPOT B S D	Preschool Open PO	12-4300-6105	8,800.00
P18-00322	OFFICE DEPOT B S D	Preschool Admin Open PO	12-4300-6105	2,000.00
P18-00323	OFFICE DEPOT B S D	CCTR Classroom Open PO	12-4300-9010	1,800.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P18-00324	OFFICE DEPOT B S D	School Readiness Open PO	01-4300-9041	1,000.00
P18-00325	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	PRESCHOOL SUPPLIES	12-4300-6105	4,500.00
P18-00326	GAISER PETS	PRESCHOOL SUPPLIES	12-4300-6105	1,500.00
P18-00327	FEDERAL EXPRESS CORP	Child Dev. Fed EX	12-5910-6105	100.00
P18-00328	Tahoe Pure	CHILD DEV/WATER SERVICE 2017-18	12-4300-6105	162.50
			12-5801-6105	137.50
			Total Location	47,257.75
Location Community Day School (54)				
P18-00048	SMILE BUSINESS PRODUCTS, INC.	Community Day Copier Maint 17-18 SY	01-5621-0003	1,687.50
			01-5621-1100	562.50
			Total Location	2,250.00
Location Cordua Elementary (07)				
P17-03836	AMAZON.COM	CORDUA - TARGETED	01-4200-0003	923.03
P18-00051	SMILE BUSINESS PRODUCTS, INC.	Cordua Copier Rental/Overages 17-18 SY	01-5621-0003	600.00
			01-5630-0003	2,144.91
P18-00116	HALLWOOD IRRIGATION DISTRICT	Oper/Water/COR/17-18 SY	01-5530-0000	75.00
			Total Location	3,742.94
Location Covillaud Elementary (09)				
P18-00052	SMILE BUSINESS PRODUCTS, INC.	COV Copiers 17-18 SY	01-5621-0003	1,600.00
			01-5630-0003	3,545.10
P18-00071	ADVANCED DOCUMENT CONCEPTS	COV Copier Maint. 17/18 SY	01-5621-0003	400.00
			Total Location	5,545.10
Location Dobbins Elementary (11)				
P18-00053	SMILE BUSINESS PRODUCTS, INC.	Dobbins Copier 17-18 SY	01-5621-0003	200.00
			01-5630-0003	2,144.91
			Total Location	2,344.91
Location Edgewater Elementary (12)				
P17-03835	TEC-COM	Edgewater IP Cameras	01-4410-0004	6,247.79
			01-4410-1100	14,692.21
P17-03849	MYERS-STEVENSON & CO INC	SHADY CREEK SHORT-TERM	01-5890-9010	502.01

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P18-00074	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 17/18 SY	01-5621-0003	1,700.00
P18-00075	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 17/18 SY	01-5621-0003	1,075.00
P18-00086	INLAND BUSINESS SYSTEMS	EDG Copier Maint. 17-18 SY	01-5621-0003	650.00
P18-00125	Encore Oils	Grease Trap Pump after 7/1/17 (17/18 SY)	13-5641-5310	360.00
Total Location				25,227.01
Location Ella Elementary (13)				
P17-03820	AMAZON.COM	tilt truck wheels	01-4300-1100	272.85
P18-00054	SMILE BUSINESS PRODUCTS, INC.	Ella Copier Rental/Overages 17/18 SY	01-5621-0003	6,000.00
Total Location				4,289.83
Location Facilities (66)				
P17-03937	STATE WATER RESOURCES CONTROL BOARD	8183 LHS FOOTBALL FIELD	14-6173-0000	200.00
P18-00025	JK Architecture Engineering	District Wide Evacuation Maps	01-5801-0004	30,180.00
P18-00068	SMILE BUSINESS PRODUCTS, INC.	Facilities Copier Rental 17/18 SY	01-5630-0000	1,380.19
Total Location				31,760.19
Location Foothill Intermediate (35)				
P18-00066	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rentals/Overages 17-18 SY	01-5621-0003	500.00
Total Location				3,666.79
P18-00067	SMILE BUSINESS PRODUCTS, INC.	FHS Copier Rental/Overages 17-18 SY	01-5621-0003	500.00
P18-00345	OFFICE DEPOT B S D	Office	01-5630-0003	2,144.91
P18-00347	PTM Document Systems	fhs	01-4300-1100	500.00
Total Location				301.54
Location Grounds (65)				
P17-03905	KING CLOTHING	GROUNDS	01-4300-0000	122.20
P17-03929	Pape Machinery Inc.	GROUNDS	01-5642-0000	359.68
P17-03932	Citrus Heights Mower	GROUNDS	01-4410-0000	520.64
P17-03939	KENTS TRUCKING	GROUNDS/LHS FOOTBALL FIELD	14-6170-0000	20,535.00
P18-00263	SUTTER ORCHARD SUPPLY	GROUNDS/2017-2018	01-4300-0000	1,000.00
P18-00265	ARNE'S PAINT STORE INC.	GROUNDS/2017-2018	01-4300-0000	2,500.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P18-00266	BI-COUNTY IRRIGATION, INC	GROUNDS/2017-2018	01-4300-0000	4,000.00
P18-00267	FOOTHILL ACE HARDWARE	GROUNDS/2017-2018	01-4300-0000	100.00
P18-00268	HASTIE'S CAPITOL SAND & GRAVEL	GROUNDS/2017-2018	01-4300-0000	10,000.00
P18-00269	HOME DEPOT	GROUNDS/2017-2018	01-4300-0000	3,500.00
P18-00270	HORIZON SAFETY DISTRIBUTING	GROUNDS/2017-2018	01-4300-0000	1,000.00
P18-00271	HUST BROTHERS INC	GROUNDS/2017-2018	01-4300-0000	700.00
P18-00272	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	GROUNDS/2017-2018	01-4300-0000	700.00
P18-00273	NORMAC, INC.	GROUNDS/2017-2018	01-4300-0000	8,000.00
P18-00274	Sierra Pacific Turf Supply	GROUNDS/2017-2018	01-4300-0000	10,000.00
P18-00275	OFFICE DEPOT B S D	GROUNDS/2017-2018	01-4300-0000	200.00
P18-00276	UNION LUMBER COMPANY	GROUNDS/2017-2018	01-4300-0000	4,000.00
P18-00277	VALLEY TRUCK & TRACTOR CO	GROUNDS/2017-2018/SUPPLIES	01-4300-0000	4,400.00
P18-00278	VALLEY TRUCK & TRACTOR CO	GROUNDS/2017-2018/REPAIRS	01-5641-0000	2,500.00
P18-00279	WESTERN TREE NURSERY, INC	GROUNDS/2017-2018	01-4300-0000	2,000.00
P18-00280	Citrus Heights Mower	GROUNDS/2017-2018	01-4300-0000	6,500.00
P18-00281	Citrus Heights Mower	GROUNDS/2017-2018/REPAIR	01-5641-0000	5,000.00
Total Location				87,637.52
Location Health/Nurse (205)				
P18-00348	CDW-G COMPUTER CENTER	MFP Color Printer	01-4410-0000	600.13
Location Indian Education (108)				
P17-03923	Sky Road Webb	summer workshop	01-5801-9010	250.00
P18-00073	ADVANCED DOCUMENT CONCEPTS	Indian Ed Copier Maint 17/18 SY	01-5621-4510	500.00
P18-00346	WAL-MART COMMUNITY BRC	Cultural Event Supplies	01-4300-4511	1,000.00
Total Location				1,750.00
Location Instruction (IMC) (110)				
P17-03837	AMAZON.COM	Wireless PA System for PD	01-4300-4035	162.36
P17-03847	OFFICE DEPOT B S D	Materials	01-4300-0000	270.32
P17-03848	AMAZON.COM	Macbook Video Adapter for PD	01-4300-4035	30.29
P17-03876	MCGRAW-HILL SCHOOL EDUCATION	FLEX For All School 2017-18	01-4100-0004	17,854.11

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Instruction (IMC) (110) (continued)				
P17-03877	MCGRW-HILL SCHOOL EDUCATION	WonderWorks For All School 2017-18	01-4100-0004	3,819.87
P17-03896	CA Technical Assistance Ctr	CAASP Reports 2016/2017	01-5801-0000	1,300.20
P18-00085	INLAND BUSINESS SYSTEMS	Ed Services Copier Maint. 17-18 SY	01-5621-0000	900.00
P18-00334	EDUCATIONAL TESTING SERVICE STAR TECHNICAL ASSISTANCE	Optional Services	01-4300-0000	1,300.20
P18-00360	Follett School Solutions, Inc.	GR7 Holt Life Science for YGS	01-4100-0004	5,757.45
P18-00361	SUPERIOR TEXT	GR7-8 Social Science for YGS	01-4100-0004	2,401.68
P18-00365	CDW-G COMPUTER CENTER	Laptops	01-4300-0000	1,289.12
Total Location				35,085.60
Location Johnson Park Elementary (15)				
P17-03840	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	WISEMAN MUSIC	01-4410-1100	518.52
P18-00055	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 17-18 SY	01-5621-0003	75.00
			01-5630-0003	1,367.44
P18-00056	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 17-18 SY	01-5621-0003	525.00
			01-5630-0003	2,144.91
P18-00057	SMILE BUSINESS PRODUCTS, INC.	JPE Copier Rental 17-18 SY	01-5621-0003	800.00
			01-5630-0003	2,144.91
Total Location				7,575.78
Location Kynoch Elementary (17)				
P17-03821	Walt Disney Studios Motion Pictures	2nd Grade Field Trip	01-5890-9010	1,281.25
P17-03861	KING CLOTHING	Rm3 incentive t-shirts	01-4300-9010	156.96
P17-03863	MYERS-STEVENSON & CO INC	2nd GR INSURANCE REQ FOR MOVIES 12	01-5890-9010	192.50
P17-03872	MYERS-STEVENSON & CO INC	Insurance for the fieldtrip to MSVL history trip	01-5890-9010	28.00
P18-00076	ADVANCED DOCUMENT CONCEPTS	KYN Copier Maint. 17-18 SY	01-5621-0003	3,000.00
P18-00094	RAY MORGAN COMPANY	KYN Copier Maint 17-18 SY	01-5621-0003	850.00
P18-00104	GENERAL BINDING CORP	KYN Maint. 17-18 SY	01-5621-1100	590.55
P18-00293	OFFICE DEPOT B S D	KYN Teacher Chair Rm 32	01-4300-0000	329.62
P18-00294	TROXELL COMMUNICATIONS INC	Doc Camera Rm 32	01-4300-0000	255.47
P18-00295	CDW-G COMPUTER CENTER	Laptop, teacher, rm 32	01-4410-0000	998.76
P18-00296	NWN CORPORATION	KYN Printer Rm 32	01-4300-0000	176.65
P18-00297	TROXELL COMMUNICATIONS INC	KYN Ball Cart Rm 32	01-4300-0000	445.63

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P18-00298	TROXELL COMMUNICATIONS INC	KYN Projector Room 32	01-4410-0000	1,212.40
P18-00299	SAC VAL JANITORIAL SALES & SERVICES, INC.	KYN Door Mats for rm 32	01-4300-0000	93.08
P18-00300	OLIVER WORLDCLASS LABS	KYN Smartboard Rm 32	01-4410-0000	1,799.66
P18-00301	TROXELL COMMUNICATIONS INC	KYN Smartboard Rails Rm 32	01-4300-0000	420.01
P18-00314	CASH & CARRY	P.O. TO CASH & CARRY	01-4300-9010	600.00
P18-00315	Beach Hut Deli	Staff Meeting Lunch	01-4300-1100	500.00
P18-00316	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	6,500.00
P18-00350	AMAZON.COM	Admin Books	01-4300-1100	635.86
Total Location				20,066.40
Location Linda Elementary (19)				
P17-03850	MYERS-STEVENSON & CO INC	Short term Insurance for Shady Creek	01-5890-9010	311.50
P17-03940	PETE'S MUSIC & ACCORDIAN CENTER	Violin repairs	01-5641-0004	230.00
P18-00045	SMILE BUSINESS PRODUCTS, INC.	LIN Copier Maint 17-18 SY	01-5621-0003	7,000.00
P18-00087	INLAND BUSINESS SYSTEMS	Linda School Copier Maint. 17-18 SY	01-5621-0003	600.00
P18-00311	OFFICE DEPOT B S D	Office Depot / classroom materials	01-4300-1100	8,500.00
P18-00312	OFFICE DEPOT B S D	Office Depot / Office	01-4300-1100	2,000.00
P18-00313	WAL-MART COMMUNITY BRC	Walmart	01-4300-1100	2,500.00
Total Location				21,141.50
Location Lindhurst High (43)				
P17-03819	MYERS-STEVENSON & CO INC	Ag Field Trip	01-5890-7010	35.00
P17-03867	Hi-Pod, Inc.	LHS Athletics Camera	01-4410-0000	2,867.54
P17-03911	MARYSVILLE HIGH SCHOOL Athletics Account	Athletic	01-5801-0000	117.94
P17-03931	YUBA COMMUNITY COLLEGE ATTN: TECH PREP	Yuba College Sports Complex 6-9-17 LHS Grad	01-5801-0000	2,308.16
P18-00063	SMILE BUSINESS PRODUCTS, INC.	LHS Copier Rental 17-18 SY	01-5621-0003	4,800.00
P18-00100	PTM Document Systems	LHS Maint. 17-18 SY	01-5630-0003	7,956.62
P18-00338	WALKER'S OFFICE SUPPLIES	Office Furniture	01-5621-0003	350.00
Total Location				9,210.60
Total Location				27,645.86
Location Loma Rica Elementary (21)				

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Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Loma Rica Elementary (21)					
P18-00058	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Rental 17-18 SY	01-5621-0003	700.00	
			01-5630-0003	2,144.91	
			Total Location	2,844.91	
Location Maintenance (63)					
P17-03816	HOLT OF CALIFORNIA	Dump Truck	01-6400-8150	37,346.25	
P17-03823	AMAZON.COM	Jet Bandsaw	01-4410-8150	1,384.52	
P17-03851	NATIONAL ANALYTICAL LABORATORIES, INC.	MAINTENANCE/AUDITORIUM	01-5801-8150	675.00	
P17-03853	BARROW'S LANDSCAPING	MAINTENANCE/GROUNDS.LHS FOOTBALL	14-6170-0000	173,514.00	
P17-03854	J.W. WOOD COMPANY, INC	Milwaukee Cripmer Kit	01-4410-8150	2,562.28	
P17-03862	KING CLOTHING	MAINTENANCE	01-4300-8150	231.53	
P17-03868	HOLT OF CALIFORNIA	MAINTENANCE	01-5630-8150	603.28	
P17-03869	LENNOX INDUSTRIES, INC.	MAINTENANCE	01-4300-8150	170.56	
P17-03870	RB SPENCER	MAINTENANCE/JOHNSON PARK RM#2	01-5641-8150	366.25	
P17-03871	GOLDEN BEAR ALARMS	MAINTENANCE/LHS BLDG D	01-5801-8150	45.00	
P17-03873	BATTERY SYSTEMS/CHICO/REDDING	MAINTENANCE	01-4300-8150	222.26	
P17-03874	CELL ENERGY, INC	MAINTENANCE	01-4300-8150	367.71	
P17-03887	PACE SUPPLY CORP.	MAINTENANCE	01-4410-8150	642.20	
P17-03899	GEARY PACIFIC SUPPLY	MAINTENANCE/LHS RM #14	14-4410-0000	3,968.64	
P17-03900	GOLDEN BEAR ALARMS	MAINTENANCE/ELLA	01-5801-8150	35.00	
P17-03907	Lincoln Aquatics	MAINTENANCE/MHS POOL	01-4300-8150	2,463.98	
P17-03908	FLETCHERS PLUMBING & CONTRACTING INC.	MAINTENANCE/OLIVEHURST	01-5801-8150	500.00	
P17-03909	L & H AIRCO	MAINTENANCE/MCKENNEY/BROWNSVALLEY	01-5642-8150	377.50	
P17-03910	VOLTAGE SPECIALISTS	MAINTENANCE/EDGEWATER/MCKENNEY	01-5801-8150	1,180.00	
P17-03933	Big S Asphalt Co.	MAINTENANCE/CEDAR LANE	14-5801-0000	999.99	
P17-03934	Carrier Corporation	Maintenance/Ella	14-6500-0000	17,103.50	
P17-03935	L & H AIRCO	MAINTENANCE/COMMUNITY DAY	01-4410-8150	2,290.53	
P17-03938	Lincoln Aquatics	MAINTENANCE/POOL	01-4410-8150	1,423.83	
P18-00043	Sharp Electronics Corp.	Maint. Dept. Copier Service 17-18 SY	01-5621-8150	230.00	
P18-00196	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/2017-2018	01-5890-8150	2,804.76	
P18-00197	AIRGAS	MAINTENANCE/2017-2018	01-4300-8150	400.00	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P18-00198	ARNE'S PAINT STORE INC.	MAINTENANCE/2017-2018	01-4300-8150	14,000.00
P18-00199	BASIC LABORATORY, INC.	MAINTENANCE/2017-2018	01-5801-8150	15,000.00
P18-00200	BATTERIES PLUS	MAINTENANCE/2017-2018	01-4300-8150	1,500.00
P18-00201	BEARING BELT CHAIN COMPANY	MAINTENANCE/2017-2018	01-4300-8150	500.00
P18-00202	BI-COUNTY POOL SERVICE	MAINTENANCE/2017-2018	01-4300-8150	3,500.00
P18-00203	BROWNSVILLE SAND & GRAVEL INC	MAINTENANCE/2017-2018	01-4300-8150	3,000.00
P18-00204	BUTTES PIPE & SUPPLY CO	MAINTENANCE/2017-2018	01-4300-8150	2,000.00
P18-00205	CSK PROSHOP	MAINTENANCE/2017-2018	01-4300-8150	100.00
P18-00206	CELL ENERGY, INC	MAINTENANCE/2017-2018	01-4300-8150	500.00
P18-00207	CLOSE LUMBER	MAINTENANCE/2017-2018	01-4300-8150	4,500.00
P18-00208	CONSOLIDATED ELECTRICAL	MAINTENANCE/2017-2018	01-4300-8150	20,000.00
P18-00209	CULLIGAN	MAINTENANCE/2017-2018	01-5801-8150	10,000.00
P18-00210	FASTENAL	MAINTENANCE/2017-2018	01-4300-8150	500.00
P18-00211	FOOTHILL ACE HARDWARE	MAINTENANCE/2017-2018	01-4300-8150	100.00
P18-00212	GEARY PACIFIC SUPPLY	MAINTENANCE/2017-2018	01-4300-8150	10,000.00
P18-00213	H & H TRENCHING	MAINTENANCE/2017-2018	01-5801-8150	200.00
P18-00214	HARBOR FREIGHT TOOLS	MAINTENANCE/2017-2018	01-4300-8150	500.00
P18-00215	HASTIE'S CAPITOL SAND & GRAVEL	MAINTENANCE/2017-2018	01-4300-8150	4,500.00
P18-00216	HOME DEPOT	MAINTENANCE/2017-2018	01-4300-8150	2,000.00
P18-00217	HUST BROTHERS INC	MAINTENANCE/2017-2018	01-4300-8150	250.00
P18-00218	INTERMOUNTAIN LOCK & SUPPLY CO	MAINTENANCE/2017-2018	01-4300-8150	15,000.00
P18-00219	J.W. WOOD COMPANY, INC	MAINTENANCE/2017-2018	01-4300-8150	2,500.00
P18-00220	KIMBALL MIDWEST	MAINTENANCE/2017-2018	01-4300-8150	15,000.00
P18-00221	KNIFE RIVER CONSTRUCTION	MAINTENANCE/2017-2018	01-4300-8150	2,000.00
P18-00222	LOMA RICA STORE	MAINTENANCE/2017-2018	01-4300-8150	100.00
P18-00223	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	MAINTENANCE/2017-2018	01-4300-8150	40,000.00
P18-00224	KINNEY ELECTRIC	MAINTENANCE/2017-2018	01-4300-8150	2,500.00
P18-00225	MAR-KEY LOCK & SECURITY	MAINTENANCE/2017-2018	01-4300-8150	4,000.00
P18-00226	MEEKS BUILDING CENTER	MAINTENANCE/2017-2018	01-4300-8150	2,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P18-00227	NORTH VALLEY BARRICADE & SAFET	MAINTENANCE	01-4300-8150	500.00
P18-00228	OFFICE DEPOT B S D	MAINTENANCE/2017-2018	01-4300-8150	2,500.00
P18-00229	PACE SUPPLY CORP.	MAINTENANCE/2017-2018	01-4300-8150	30,000.00
P18-00230	PLATT ELECTRIC SUPPLY	MAINTENANCE/2017-2018	01-4300-8150	60,000.00
P18-00231	QUICK'S GLASS SERVICE INC	MAINTENANCE/2017-2018	01-4300-8150	10,000.00
P18-00232	RAY'S GENERAL HARDWARE	MAINTENANCE/2017-2018	01-4300-8150	100.00
P18-00233	RAY BRADLEY'S FEED STORE	MAINTENANCE/2017-2018	01-4300-8150	200.00
P18-00234	RIEBES AUTO SUPPLY	MAINTENANCE/2017-2018	01-4300-8150	200.00
P18-00235	ROTO ROOTER	MAINTENANCE/2017-2018	01-5642-8150	8,000.00
P18-00236	RUSSELL SIGLER, INC.	MAINTENANCE/2017-2018	01-4300-8150	5,000.00
P18-00237	SIGNWORX	MAINTENANCE/2017-2018	01-4300-8150	2,000.00
P18-00238	SLAKEY BROS	MAINTENANCE/2017-2018	01-4300-8150	30,000.00
P18-00239	SUTTER ORCHARD SUPPLY	MAINTENANCE/2017-2018	01-4300-8150	1,000.00
P18-00240	TRACTOR SUPPLY COMPANY	MAINTENANCE/2017-2018	01-4300-8150	200.00
P18-00241	TWIN CITIES EQUIPMENT RENTAL	MAINTENANCE/2017-2018	01-5630-8150	2,500.00
P18-00242	UNION LUMBER COMPANY	MAINTENANCE/2017-2018/POOL	01-4300-8150	200.00
P18-00243	UNION LUMBER COMPANY	MAINTENANCE/2017-2018	01-4300-8150	20,000.00
P18-00244	UNITED RENTALS	MAINTENANCE/2017-2018	01-5630-8150	3,000.00
P18-00245	UNIVAR USA, INC.	MAINTENANCE/2017-2018/POOL	01-4300-8150	10,000.00
P18-00246	YUBA CITY SCRAP & STEEL	MAINTENANCE 2017-2018	01-4300-8150	1,000.00
P18-00247	ZEE MEDICAL COMPANY	MAINTENANCE/2017-2018	01-4300-8150	600.00
P18-00258	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE	01-5890-8150	701.19
P18-00262	MESCHER DOOR COMPANY	MAINTENANCE/REPAIRS	01-5642-8150	500.00
Total Location				615,859.76
Location Marysville High (45)				
P17-03827	NIMCO, INC	CTE MHS MEDICAL HELLLWIG	01-4410-3550	1,014.94
P17-03843	Candent	Torso Model - Hellwig	01-4410-3550	1,258.52
			01-4410-9023	852.36
P17-03875	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON CARROLL Police Service at Graduation		01-5801-1100	242.50
P17-03881	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT Turf for Graduation		01-4300-1100	885.40

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P17-03882	ARNE'S PAINT STORE INC.	Paint for Graduation Stage	01-4300-1100	158.17
P17-03886	AP EXAMINATIONS	AP Testing Material	01-4300-0000	1,558.00
			01-4300-9010	4,428.00
P17-03898	MYERS-STEVENS & CO INC	Field Trip Insurance Intel/Nimbus Hatchery	01-5890-0004	33.25
P17-03927	ELITE UNIVERSAL SECURITY	Security at Graduation	01-5801-1100	1,587.98
P18-00064	SMILE BUSINESS PRODUCTS, INC.	MHS Copier Rental 17-18 SY	01-5621-0003	300.00
			01-5630-0003	2,164.91
P18-00079	ADVANCED DOCUMENT CONCEPTS	MHS-ROP & ASB Copier Maint. 17/18 SY	01-5621-0003	300.00
P18-00080	ADVANCED DOCUMENT CONCEPTS	MHS-Admin Copier Maint. 17/18 SY	01-5621-0003	400.00
P18-00095	RAY MORGAN COMPANY	MHS MATH/CONTRACT 17-18 SY	01-5621-0003	550.00
P18-00096	RAY MORGAN COMPANY	MHS Copier Maint 17-18	01-5621-0003	500.00
P18-00098	PTM Document Systems	MHS Maint. 17-18 SY	01-5621-0003	499.00
P18-00264	SportsGraphics	Football Field Pads	14-6170-0000	29,685.05
Total Location				46,418.08
Location McKenney Intermediate (37)				
P17-03824	GALAXY MOBILE DJ'S	PROMOTION	01-5801-1100	600.00
P17-03825	TWIN CITY TROPHIES	PLAQUE	01-4300-1100	51.48
P17-03826	Jones School Supply Co., Inc.	BAND AWARDS	01-4300-1100	37.41
P17-03885	EATON INTERPRETING SERVICES	INTERPRETER FOR PROMOTION	01-5801-1100	177.50
P17-03926	ELITE UNIVERSAL SECURITY	Security for Graduation	01-5801-1100	368.00
P17-03936	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS (SHADY CREEK		01-4300-9010	1,625.00
P18-00061	SMILE BUSINESS PRODUCTS, INC.	McKenney Copier Rental 17-18 SY	01-5621-0003	1,150.00
			01-5630-0003	3,545.10
P18-00101	PTM Document Systems	MCK Maint. 17-18 SY	01-5621-0003	499.00
P18-00332	WOODBURN PRESS, LTD	MASH PROGRAM BOOKLETS	01-4300-1100	192.69
P18-00342	AMAZON.COM	OFFICE	01-4300-1100	100.37
Total Location				8,346.55
Location Nutrition Services (73)				
P17-03865	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SFSP Allocation - June 1-23 delivery	13-9325-5310	36.40
P17-03879	The Fruitguys	Produce for A to Z Salad Bar	13-4716-5310	2,155.20

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Nutrition Services (73) (continued)					
P17-03889	Jennifer Allen	Student Refund	13-5892-5310	13.80	
P17-03890	Melissa Horan	Student Refund	13-5892-5310	12.50	
P17-03891	Shelly Groce	Student Refund	13-5892-5310	20.75	
P17-03892	Jamie Shields	Student Refund	13-5892-5310	14.50	
P17-03924	Bencorp	Per Attached Invoices 15288 & 15289 Whs Inventory	13-9326-5310	752.34	
P17-03930	Laura Lowery	Student Refund	13-5892-5310	103.25	
P17-03941	STATE OF CALIFORNIA FOOD DIST	Processor Fee for 16/17 School Year	13-4712-5310	1,337.37	
P18-00105	SMILE BUSINESS PRODUCTS, INC.	Nutri. Serv. Copier Rental/Service 17-18 SY	13-5621-5310	200.00	
P18-00126	Encore Oils	Grease Trap Pump July 2017	13-5630-5310	1,380.19	
P18-00127	Encore Oils	Grease Trap Pump July 2017	13-5641-5310	125.00	
P18-00283	Encore Oils	Grease Trap Pump July 2017	13-5641-5310	125.00	
P18-00285	THE FIRE GUYS LLC	Ansul Service	13-5583-5310	2,300.00	
P18-00362	Encore Oils	Grease Trap Pump - July 2017	13-5641-5310	125.00	
P18-00363	Encore Oils	Grease Trap Pump July 2017	13-5641-5310	360.00	
P18-00368	Encore Oils	Grease Trap Pump July 2017	13-5641-5310	150.00	
Total Location				9,336.30	
Location Olivehurst Elementary (25)					
P18-00059	SMILE BUSINESS PRODUCTS, INC.	OLV Copier Rental 17-18 SY	01-5621-0003	1,500.00	
P18-00088	INLAND BUSINESS SYSTEMS	OLV Copier Maint. 17-18 SY	01-5630-0003	3,666.79	
P18-00308	AMAZON.COM	Alternative Seating for Classrooms	01-5621-0003	2,000.00	
P18-00309	GOPHER SPORT	Stability Ball Chairs	01-4300-0003	3,094.50	
Total Location				791.72	
Total Location				11,053.01	
Location Personnel (113)					
P17-03904	APPLE COMPUTER INC	Ramiro Carreon iPad Pro 12.9" 256GB Space Gray	01-4410-0000	1,092.24	
P18-00093	RAY MORGAN COMPANY	Personnel Copier Maint. 17-18 SY	01-5621-0000	475.00	
Total Location				1,567.24	
Location Print Shop (67)					
P18-00081	ADVANCED DOCUMENT CONCEPTS	ID 4208 Copier Maint. 17/18 SY	01-5621-0000	20,000.00	

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Location Print Shop (67) (continued)				
P18-00082	ADVANCED DOCUMENT CONCEPTS	ID 4209 Copier Maint. 17/18 SY	01-5621-0000	20,000.00
P18-00090	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 17-18 SY	01-5621-0000	19,000.00
P18-00091	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 17-18 SY	01-5621-0000	18,000.00
P18-00117	Tahoe Pure	Print Shop 2017-18	01-4300-0000	200.00
P18-00118	OFFICE DEPOT B S D	Print Shop Supplies 17-18 SY	01-4300-0000	2,500.00
P18-00119	J.C. PAPER	Print Shop / Paper Supplies 17-18 SY	01-4300-0000	40,000.00
P18-00120	ADVANCED DOCUMENT CONCEPTS	Print Shop - Supplies 17-18 SY	01-4300-0000	2,000.00
P18-00122	Neopost USA Inc.	Annual Printer Maintenance 17/18 SY	01-5621-0000	1,557.00
P18-00339	THE TREE HOUSE	Ink and Maintenance Cartridges for Z6800 Printer	01-4300-0000	3,545.89
Total Location				126,802.89
Location Pupil Services (202)				
P17-03866	PRO-ED	Book for Michelle Sexton	01-4300-6500	110.74
P18-00046	SMILE BUSINESS PRODUCTS, INC.	Pupil Svcs Copier Maint 17-18 SY	01-5621-0000	1,000.00
P18-00304	CDW-G COMPUTER CENTER	Laptops - Pitts & Vernier, S.	01-4410-0000	1,981.70
P18-00307	YUBA COUNTY ENVIRONMENTAL HEALTH DIVISION	Medical Waste 2 Year Permit	01-5890-0000	155.82
P18-00330	PLAK SMACKER, INC.	dental van supplies	01-4300-9014	1,477.77
P18-00343	AMAZON.COM	Linda School Health	01-4300-0000	48.66
P18-00344	WALKER'S OFFICE SUPPLIES	Linda School Health	01-4410-0000	646.25
P18-00349	Pro-Ed	Speech Order for Sheena Feters	01-4300-6500	305.30
P18-00355	CDW-G COMPUTER CENTER	Admin CPUs and Monitors	01-4410-0000	2,599.11
Total Location				8,325.35
Location Purchasing (104)				
P17-03897	SETON	Inventory Tags	01-4300-0000	1,958.73
P18-00084	INLAND BUSINESS SYSTEMS	Teacher Support Copier Maint. 17-18 SY	01-5621-6264	400.00
P18-00103	RISO PRODUCTS OF SACRAMENTO	MAINT. RISOGRAPH 17-18 SY	01-5621-0003	6,940.00
P18-00106	POSTMASTER	BULK MAIL FEE D/O 17-18 SY	01-5910-0000	25,000.00
P18-00107	USPS/PITNEY BOWES POSTAGE BY PHONE	DISTRICT-POSTAGE 17-18 SY	01-5910-0000	57,000.00
P18-00108	OFFICE DEPOT B S D	Purch/Acctg/Bus Svcs 17-18 SY	01-4300-0000	5,000.00
P18-00110	UNITED PARCEL SERVICE (UPS)	UPS Postage/DO/17-18 SY	01-5910-0000	700.00
P18-00111	PITNEY BOWES INC	Annual Service 17-18 SY	01-5621-0000	2,171.50

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P18-00112	PITNEY BOWES INC ATTN: GOV'T PURCHASE ORDERS	Postage Meter Rental/Software 17/18	01-5630-0000	649.50
P18-00113	BROWNS VALLEY IRRIGATION	Oper/Water/BVS/FHS/LRE 17-18 SY	01-5801-0000	545.58
P18-00114	POSTMASTER	ANNUAL PERMITS D/O 17-18 S.Y.	01-5530-0000	2,150.00
P18-00115	APPEAL DEMOCRAT ATTN LEGAL DEPT.	Purch Legal Ads 17-18 SY	01-5910-0000	430.00
P18-00131	MISSION LINEN & UNIFORM	Districtwide Dust Mop/Cleaning Cloth Service	01-5890-0000	2,500.00
P18-00132	VOLTAGE SPECIALISTS	T & M Clocks & Fire Alarms	01-5562-0000	30,000.00
P18-00133	VOLTAGE SPECIALISTS	Off-site Monitoring	01-5565-0000	9,000.00
P18-00134	VOLTAGE SPECIALISTS	Fire Alarm Annual Test & Inspect	01-5565-0000	6,720.00
P18-00135	VOLTAGE SPECIALISTS	Fire Sprinkler & Pump Annual Inspections	01-5565-0000	31,770.00
P18-00136	THE FIRE GUYS LLC	Fire Extinguisher Service	01-5565-0000	38,085.00
P18-00137	ADVANCED INTEGRATED PEST MANAGEMENT	District Pest Service	01-5583-0000	10,800.00
P18-00259	KONE Inc.	LHS Elevator Service	01-5582-0000	27,228.00
P18-00260	KONE Inc.	MHS Elevator Service	01-5621-8150	4,109.88
P18-00261	KONE Inc.	Ella Elevator Service	01-5621-8150	2,112.96
P18-00284	RECOLOGY YUBA SUTTER	Districtwide	01-5621-8150	3,240.00
P18-00359	RECOLOGY YUBA SUTTER	Maint/Grounds/WH/MHS	01-5570-0000	230,000.00
Total Location				499,511.15
Location South Lindhurst (47)				
P18-00089	INLAND BUSINESS SYSTEMS	SLHS Copier Maint. 17-18 SY	01-5621-0003	1,600.00
Location Student Discipline/Attendance (109)				
P17-03844	LOUIE LETHRIDGE	Payment for Mural	01-5801-0000	500.00
P18-00069	SMILE BUSINESS PRODUCTS, INC.	SARB Copier Rental 17-18 SY	01-5630-0000	1,380.19
P18-00070	SMILE BUSINESS PRODUCTS, INC.	Disc/Attend Copier Rental 17/18 SY	01-5630-0000	2,320.79
Total Location				4,200.98
Location Superintendent (101)				
P17-03895	HUNTLEY-SHEEHY CO., INC.	Notary Bond and E & O Lisa Mejia	01-5450-0000	506.00
P18-00092	RAY MORGAN COMPANY	Superintendent Copier Maint 17-18	01-5621-0000	500.00
P18-00364	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	4,000.00

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Location Technology (102)			Total Location	5,006.00
P17-03818	CDW-G COMPUTER CENTER	eRate Aruba HW	01-4300-0000	28,568.65
			01-4410-0000	5,860.63
			01-5801-0000	7,098.00
P17-03878	FARONICS TECHNOLOGIES USA, INC	Deep Freeze Renewal Through June 23, 2018	01-5801-0000	2,100.00
P18-00029	West Interactive Services Corp	TECHNOLOGY	01-5801-0004	10,156.00
P18-00083	INLAND BUSINESS SYSTEMS	Technology Copier Maint. 17-18 SY	01-5621-0000	150.00
P18-00353	NETWORK CONSULTING SERVICES INC.	Ivaniti (LANDESK) Renewal	01-5801-0000	44,919.60
P18-00354	NETWORK CONSULTING SERVICES INC.	LANDESK TRAINING COURSE (Raul Oseguera)	01-5801-0000	2,495.00
Location Transportation (69)			Total Location	101,347.88
P17-03834	DENNIS SCHMALL TOOLS	TRANSPORTATION/SUPPLIES	01-4364-0230	500.00
P17-03852	UNITY SCHOOL BUS PARTS	TRANSPORTATION/SPECIAL NEEDS	01-4300-0240	4,332.20
P17-03888	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	38,006.84
P18-00044	Sharp Electronics Corp.	Transp. Dept. Copier Service 17-18 SY	01-5621-0230	700.00
P18-00138	A-Z BUS SALES INC	TRANSPORTATION/SPECIAL ED	01-4300-0240	5,000.00
P18-00139	BATTERY SYSTEMS/CHICO/REDDING	TRANSPORTATION/SUPPLIES	01-4330-0230	7,500.00
P18-00140	BEARING BELT CHAIN COMPANY	TRANSPORTATION/SUPPLIES	01-4330-0230	500.00
P18-00141	BETTS TRUCK PARTS	TRANSPORTATION	01-4364-0230	30,000.00
P18-00142	BILL'S ELECTRIC AUTO REPAIR	TRANSPORTATION	01-5641-0230	2,000.00
P18-00143	BUSWEST	TRANSPORTATION/Parts	01-4364-0230	40,000.00
P18-00144	BUSWEST	TRANSPORTATION/REPAIRS	01-5641-0230	5,000.00
P18-00145	CENTRAL DRUG SYSTEM, INC.	Transportation Drug Screens	01-5801-0230	8,000.00
P18-00146	COMMERCIAL AUTO & DIESEL ELECTRIC	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P18-00147	Cummins Pacific, LLC	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P18-00148	Diamond Diesel Service, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P18-00149	DOW LEWIS MOTORS	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00
P18-00150	DOW LEWIS MOTORS	TRANSPORTATION/SUPPLIES	01-4364-0230	5,000.00
P18-00151	Factory Motor Parts	TRANSPORTATION	01-4364-0230	5,000.00
P18-00152	FERM HYDRAULICS, INC	TRANSPORTATION/REPAIRS	01-5641-0230	1,000.00

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Includes Purchase Orders dated 06/01/2017 - 07/01/2017				Board Meeting Date July 18, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Transportation (69) (continued)					
P18-00153	FLEETPRIDE	TRANSPORTATION	01-4364-0230	6,500.00	
P18-00154	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	TRANSPORTATION/DMV Physicals	01-5801-0230	6,000.00	
P18-00155	FTI DIESEL ELECTRIC	TRANSPORTATION/Parts	01-4364-0230	500.00	
P18-00156	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	4,000.00	
P18-00157	HARBOR FREIGHT TOOLS	TRANSPORTATION	01-4364-0230	500.00	
P18-00158	HARVEY & SONGER	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00	
P18-00159	HOLT OF CALIFORNIA	TRANSPORTATION/PARTS	01-4364-0230	1,000.00	
P18-00160	HUST BROTHERS INC	TRANSPORTATION	01-4364-0230	6,000.00	
P18-00161	JEFF'S TRUCK SERVICE	TRANSPORTATION	01-5641-0230	10,000.00	
P18-00162	KIMBALL MIDWEST	TRANSPORTATION/Parts	01-4364-0230	2,000.00	
P18-00163	LARRY GEWEKE FORD	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00	
P18-00164	LARRY GEWEKE FORD	TRANSPORTATION/PARTS	01-4364-0230	5,000.00	
P18-00165	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	TRANSPORTATION	01-4300-0230	500.00	
P18-00166	Mack's Auto Body	TRANSPORTATION/REPAIRS	01-5641-0230	2,000.00	
P18-00167	MARIN PAINTING	TRANSPORTATION/REPAIRS	01-5641-0230	5,500.00	
P18-00168	MAR-KEY LOCK & SECURITY	TRANSPORTATION	01-4300-0230	1,000.00	
P18-00169	NATOMAS TOWING	TRANSPORTATION	01-5801-0230	5,000.00	
P18-00170	North State Tire Co., Inc.	TRANSPORTATION/Tires	01-4363-0230	50,000.00	
P18-00171	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION/SUPPLIES	01-4300-0230	500.00	
P18-00172	NORTH VALLEY DIESEL	TRANSPORTATION/REPAIRS	01-5641-0230	20,000.00	
P18-00173	NORTH VALLEY DIESEL	TRANSPORTATION/PARTS	01-4364-0230	10,000.00	
P18-00174	OFFICE DEPOT B S D	Open PO Trans 17/18	01-4300-0230	3,500.00	
P18-00175	QUICK'S GLASS SERVICE INC	TRANSPORTATION	01-5641-0230	10,000.00	
P18-00176	RAY'S GENERAL HARDWARE	TRANSPORTATION	01-4300-0230	300.00	
P18-00177	RICK BROWN'S PROPANE	TRANSPORTATION	01-4300-0230	500.00	
P18-00178	RIEBES AUTO SUPPLY	TRANSPORTATION	01-4364-0230	30,000.00	
P18-00179	RIVERVIEW INTERNATIONAL TRUCKS	TRANSPORTATION	01-4364-0230	8,000.00	
P18-00180	Romaine Electric Corporation	TRANSPORTATION	01-4364-0230	5,000.00	
P18-00181	SAFETY KLEEN CORP	SHOP PARTS WASH BASIN	01-5801-0230	1,500.00	

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Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 06/01/2017 - 07/01/2017

Board Meeting Date July 18, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Transportation (69) (continued)				
P18-00182	STAPLES OFFICE SUPPLY	TRANSPORTATION	01-4300-0230	100.00
P18-00183	Steam Cleaners, Inc.	TRANSPORTATION/REPAIRS	01-5641-0230	250.00
P18-00184	SUPERIOR RADIATOR & COOLING SYSTEMS	TRANSPORTATION/REPAIRS	01-5641-0230	500.00
P18-00185	SUTTER BUTTES COMMUNICATIONS	TRANSPORTATION/SUPPLIES	01-4300-0230	1,000.00
P18-00186	THE HOSE SHOP	TRANSPORTATION	01-4364-0230	500.00
P18-00187	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	TRANSPORTATION	01-5641-0230	4,000.00
P18-00188	TRACTOR SUPPLY COMPANY	TRANSPORTATION	01-4300-0230	500.00
P18-00189	TRANSFINDER	SERVICE AGREEMENT 17-18	01-5801-0230	6,450.00
P18-00190	UNION LUMBER COMPANY	TRANSPORTATION	01-4300-0230	1,000.00
P18-00191	VALLEY TRUCK & TRACTOR CO	TRANSPORTATION	01-5641-0230	3,000.00
P18-00192	WAL-MART COMMUNITY BRC	TRANSPORTATION	01-4300-0240	2,000.00
P18-00193	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/Repairs	01-5641-0230	500.00
P18-00194	YUBA TRANSMISSION	TRANSPORTATION/REPAIRS	01-5641-0230	20,000.00
P18-00195	E.T. QUALITY RV, INC	TRANSPORTATION	01-5801-0230	100.00
P18-00248	AMADOR STAGE LINES, INC	TRANSPORTATION/CHARTER	01-5880-0230	30,000.00
P18-00249	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION	01-5801-0240	2,000.00
P18-00250	Asbury Environmental Services	TRANSPORTATION	01-5801-0230	1,000.00
P18-00251	A-Z BUS SALES INC	TRANSPORTATION/SUPPLIES	01-4364-0230	10,000.00
P18-00252	A-Z BUS SALES INC	TRANSPORTATION/REPAIRS	01-5641-0230	10,000.00
P18-00253	BEN TOILET RENTALS	17-18 Main Bus Garage/Transportation Department	01-5630-0230	6,000.00
P18-00254	BEN TOILET RENTALS	17-18 Challenge Shop/Transportation Department	01-5630-0230	1,100.00
P18-00255	E.T. QUALITY RV, INC	TRANSPORTATION	01-5801-9014	600.00
P18-00256	SUTTER BUTTES COMMUNICATIONS	GPS TRACKING 17-18	01-5801-0230	17,364.00
P18-00257	SUTTER BUTTES COMMUNICATIONS	SERVICE AGREEMENT 17-18	01-5621-0230	6,120.00
P18-00336	SMS TECH SOLUTIONS	Acrobat Pro DC for Scott, Karin, and Supervisor	01-5801-0230	516.35
P18-00357	Lakeview Energy Services	Annual Gas & Diesel 2017-18	01-4361-0230	370,750.00
P18-00358	Lakeview Energy Services	Annual Oil/Fluid/Lube 2017-18	01-4362-0230	15,800.00
Total Location				899,989.39
Location Warehouse (71)				
P17-03838	HILLYARD - SACRAMENTO	Warehouse Stock 2016-17 S.Y.	01-9320-0000	2,429.61

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Includes Purchase Orders dated 06/01/2017 - 07/01/2017

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P17-03864	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2016-17 S.Y.	01-9320-0000	505.23
P18-00019	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 17-18 S.Y.	01-9320-0000	10,488.28
P18-00020	SCHOOL SPECIALTY	Warehouse Stock 17-18 S.Y.	01-9320-0000	270.63
P18-00021	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 17-18 S.Y.	01-9320-0000	732.64
P18-00022	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 17-18 S.Y.	01-9320-0000	3,573.29
P18-00023	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 17-18 S.Y.	01-9320-0000	18,815.37
P18-00024	PYRAMID SCHOOL PRODUCTS	Warehouse Stock 17-18 S.Y.	01-9320-0000	17,914.44
P18-00026	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	2,439.52
P18-00027	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	63,256.85
P18-00028	UNIPAK CORP.	WAREHOUSE STOCK 17-18 S.Y.	01-9320-0000	27,571.28
P18-00030	123 Office Solution, Inc.	Warehouse Stock 17-18 S.Y.	01-9320-0000	15,544.70
P18-00031	SOUTHWEST SCHOOL & OFFICE SUPPLY	Warehouse Stock 17-18 S.Y.	01-9320-0000	1,155.07
P18-00032	J.C. NELSON SUPPLY COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	4,563.82
P18-00033	US GAMES	Warehouse Stock 17-18 S.Y.	01-9320-0000	2,277.90
P18-00034	RAYVERN LIGHTING SUPPLY	Warehouse Stock 17-18 S.Y.	01-9320-0000	6,988.51
P18-00035	J.E. FOSS CO., INC.	Warehouse Stock 17-18 S.Y.	01-9320-0000	1,293.10
P18-00036	J.C. PAPER	Warehouse Stock 17-18 S.Y.	01-9320-0000	932.94
P18-00121	Tahoe Pure	WHS / BOTTLED WATER 17-18	01-4300-0000	200.00
P18-00123	HOLT OF CALIFORNIA	WHS Forklift Service - General Stores 17-18 SY	01-5621-0000	1,000.00
P18-00128	Everything Medical	Warehouse Stock 17-18 S.Y.	01-9320-0000	4,459.08
P18-00129	HENRY SCHEIN COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	191.25
P18-00130	MEDCO SUPPLY COMPANY	Warehouse Stock 17-18 S.Y.	01-9320-0000	530.43
P18-00367	MOHINDER SPORT INC	Warehouse Stock 17-18 S.Y.	01-9320-0000	2,434.87
Total Location				189,568.81
Location Yuba Feather K-6 (29)				
P18-00060	SMILE BUSINESS PRODUCTS, INC.	Yuba Feather Copier Rental 17-18 SY	01-5621-0003	260.00
			01-5630-0003	3,512.35
Total Location				3,772.35
Location Yuba Gardens Intermediate (39)				
P17-03833	AMAZON.COM	MULLINGS/KINSMAN	01-4300-0003	310.59

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Board Meeting Date July 18, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P17-03845	AMAZON.COM	BOWMAN/GATES	01-4300-6500	425.78
P17-03846	AMAZON.COM	MULTI/TEACHERS	01-4300-0003	19.45
P18-00042	Sharp Electronics Corp.	Yuba Gardens Admin Copier Service 17-18 SY	01-5621-0003	1,400.00
P18-00078	ADVANCED DOCUMENT CONCEPTS	YGS Staff Copier Maint. 17/18 SY	01-5621-0003	925.00
P18-00099	PTM Document Systems	YGS Maint. 17-18 SY	01-5621-0003	499.00
P18-00282	SIERRA SCHOOL EQUIPMENT CO	Cafeteria Tables	01-4410-0000	5,440.79
P18-00286	OFFICE DEPOT B S D	YGS Teacher Chairs Rms 4 & 6	01-4300-0000	659.24
P18-00287	TROXELL COMMUNICATIONS INC	Doc Cameras Rms 4 and 6	01-4300-0000	510.94
P18-00288	CDW-G COMPUTER CENTER	Laptop, teacher, rms 4 & 6	01-4410-0000	1,997.51
P18-00289	NWN CORPORATION	YGS Printers rms 4 and 6	01-4300-0000	353.31
P18-00290	TROXELL COMMUNICATIONS INC	YGS Projectors Rooms 4 & 6	01-4410-0000	2,424.80
P18-00291	TROXELL COMMUNICATIONS INC	YGS Balt Carts Rms 4 & 6	01-4300-0000	891.25
P18-00292	SAC VAL JANITORIAL SALES & SERVICES, INC.	YGS Door Mats for rms 4 & 6	01-4300-0000	186.17
Total Number of POs				464
Total Location				16,043.83
Total				4,417,655.17

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	87	244,738.96
09	Chrttr Schs	12	19,922.93
12	Child Dev	1	382.75
13	Cafeteria	10	4,806.11
14	Def Maint	6	216,321.13
Total Fiscal Year 2017			486,171.88

Fund Recap (continued)

Fund	Description	PO Count	Amount
01	Gen Fund	324	3,850,332.05
09	Chtr Schs	3	2,041.00
12	Child Dev	11	44,175.00
13	Cafeteria	9	5,250.19
14	Def Maint	1	29,685.05
Total Fiscal Year 2018			3,931,483.29
Total			4,417,655.17

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P17-00026	2,336.75	01-5621	Gen Fund/Maint Cont	366.00
P17-00061	4,165.34	01-5621	Gen Fund/Maint Cont	490.00
P17-00216	6,664.64	01-4300	Gen Fund/Mat&Suppli	395.44
P17-00329	1,076.50	12-4300	Child Dev/Mat&Suppli	76.50
P17-00613	2,150.00	01-4300	Gen Fund/Mat&Suppli	500.00
P17-00652	33,000.00	13-5641	Cafeteria/Equip Repa	11,000.00
P17-00658	40,000.00	13-5641	Cafeteria/Equip Repa	10,000.00
P17-00682	428,000.00	13-4717	Cafeteria/FoodPurcSch	10,000.00
P17-00684	119,000.00	13-4717	Cafeteria/FoodPurcSch	842.30-
P17-00685	275,000.00	13-4716	Cafeteria/Produce	25,000.00-
P17-00686	58,000.00	13-4717	Cafeteria/FoodPurcSch	10,000.00-
P17-00696	503,500.00	13-4711	Cafeteria/Milk	34,614.92-
P17-00949	19,200.00	09-5801	Chtr Schs/Contracts	1,200.00
P17-00950	17,943.75	09-5801	Chtr Schs/Contracts	950.00
P17-00955	187,255.43	13-4716	Cafeteria/Produce	5,255.43
P17-00997	1,300.00	09-4300	Chtr Schs/Mat&Suppli	456.82
P17-02218	91,000.00	13-4717	Cafeteria/FoodPurcSch	6,703.79
P17-02495	30,425.00	13-4716	Cafeteria/Produce	425.00
P17-02541	10,638.38	01-5890	Gen Fund/Other Serv	5,350.88
P17-02930	372.48	01-4300	Gen Fund/Mat&Suppli	172.48
P17-02931	507.44	01-4300	Gen Fund/Mat&Suppli	7.44
P17-03117	5,622.55	01-4410	Gen Fund/Equip NonC	604.03
P17-03147	1,212.06	09-4300	Chtr Schs/Mat&Suppli	153.13
P17-03209	17,431.72	01-4410	Gen Fund/Equip NonC	1,610.76
P17-03217	3,095.95	01-4410	Gen Fund/Equip NonC	402.69
P17-03276	7,739.88	01-4410	Gen Fund/Equip NonC	1,006.73
P17-03322	175.88	01-4300	Gen Fund/Mat&Suppli	58.62-
P17-03355	1,689.92	09-4300	Chtr Schs/Mat&Suppli	300.51
P17-03360	855.61	01-4300	Gen Fund/Mat&Suppli	43.73
P17-03382	17,721.35	01-4410	Gen Fund/Equip NonC	1,409.41

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P17-03448	404.65	01-4300	Gen Fund/Mat&Suppli	21.65-
P17-03466	189.89	01-4300	Gen Fund/Mat&Suppli	215.46-
P17-03493	934.63	01-4300	Gen Fund/Mat&Suppli	12.66-
P17-03522	964.07	01-4300	Gen Fund/Mat&Suppli	64.94-
P17-03541	943.08	01-4300	Gen Fund/Mat&Suppli	108.50
P17-03687	151.21	12-4300	Child Dev/Mat&Suppli	151.54-
P17-03791	6,089.06	01-4300	Gen Fund/Mat&Suppli	4.29-
		01-4410	Gen Fund/Equip NonC	518.47
			Total for P17-03791	514.18
			Total PO Changes	11,478.64-



**Cutting
Systems**

BUDGETARY PROPOSAL TORCHMATE 4800 Valid For 30 Days

Prepared By: Andy Van Nostrand
775-850-0116
andy@torchmate.com

Quote #: 95901-62717
Date: 27 June 2017
Cust Phone #: 530-749-6130
Distributor: LECS Direct
TSR:

Prepared For: Marysville Joint Unified School District

Email: korourke@mjusd.k12.ca.us

Spend Less | Get More

TORCHMATE® 4800 CNC plasma cutting systems by Lincoln Electric® are designed for the growing fabrication shop. Its design, components, and construction were all single source engineered to deliver exceptional repeatability and performance. Rapid delivery and setup time gets your machine up and running quickly with limited assembly required. Our best in class warranty, industry leading support and lowest operation cost, ensures you spend more time making money.

The Torchmate 4800 includes all components to operate the system including an integrated touchscreen HMI, industrial grade user console with adjustable mounting arm and proprietary motion control system. Our standard 80 amp power supply delivers 65% faster cut speeds and savings of 45% in consumable use. The 4800 produces cycle times 2.5 times faster than our previous system.

SYSTEM INCLUDES

- Complete 4x8 dual tool cutting area CNC plasma table
- 80 amp Plasma Cutter – Cut up to 3/4" Mild Steel
- Next Generation Digital Height Control
- Magnetic Torch Breakaway
- Visual Machine Designer Software and Shape Library
- CAD Software
- DXF Importer (use with any CAD)
- Integrated Water Table
- Touch Screen HMI
- Slat Supports
- Consumable Starter Kit
- Technical Phone Support
- 2 year complete, single source warranty
- Consumable Program



Finance your Investment
starting at

\$527.50
per month o.a.c.

Starting at

\$24,999.00

Does not include options, freight,
installation,
or onsite training.

Complete quote on page 2

Business Services Department

Approval: PL
Date: 6/27/17

103



**Cutting
Systems**

BUDGETARY PROPOSAL TORCHMATE 4400

DATE 27 June 2017

TORCHMATE CNC PLASMA SYSTEMS AND ACESSORIES	Product Number	PRICE	QTY.	QUOTE INCLUDES
MACHINE AND TORCH				
Torchmate 4400-FC80 CNC Plasma Cutting Table (4x4 cutting area)	LECS-080-4400-00	\$19,999.00		
Torchmate 4400-FC125 CNC Plasma Cutting Table (4x4 cutting area)	LECS-125-4400-00	\$22,499.00		
Torchmate 4800-FC80 CNC Plasma Cutting Table (4x8 cutting area)	LECS-080-4800-00	\$24,999.00	1	\$ 24,999.00
Torchmate 4800-FC125 CNC Plasma Cutting Table (4x8 cutting area)	LECS-125-4800-00	\$27,499.00		
		Machine Total		\$ 24,999.00
CONSUMABLES-MACHINE CUTTING FC80				
FlexCut 80 Consumable Starter Kit - 1 Free With Purchase	K4142-2	\$192.40		
FlexCut 125 Consumable Starter Kit - 1 Free With Purchase	K4302-2	\$223.60		
Electrode (LC105M) (5 Pack)	BK12849-1	\$41.13		
Shield Cap (40A) (LC105M)(2 Pack)	BK12849-13	\$36.16		
Shield Cap (60A-80A) (LC105M) (2 Pack)	BK12849-2	\$36.16		
Nozzle 40A (LC105M) (5 Pack)	BK12849-4	\$38.27		
Nozzle 60A (LC105M) (5 Pack)	BK12849-5	\$38.27		
Nozzle 80A (LC105M) (5 Pack)	BK12849-6	\$38.29		
Retaining Cap (LC105M) (1 Pack)	BK12849-8	\$55.00		
Swirl Ring (LC105M) (2 Pack)	BK12849-9	\$38.85		
Retaining Cap (Contact-CTP) (LC105M) (1 Pack)	BK12849-10	\$70.00		
		Consumables Total		\$ 0.00
CNC PLASMA MACHINE CUTTING ACESSORIES AND OPTIONS				
Pnuematic Plate Marking Tool (Assembly Required)	TMS-203-1000-23	\$2450.00		
Optional LC105 Handheld Plasma Torch 25 ft. (7.5 m) (FC 80 only)	K2849-1	\$473.20		
Optional LC105 Handheld Plasma Torch 50 ft. (15 m) (FC 80 only)	K2849-2	\$582.40		
Pro Text Module (4000 Art Files - 1400 Fonts - Text Manipulation)	TMS-106-0011-04	\$545.00		
Expanded Clip Art Gallery (Over 6000 DXF Cut Files)	TMS-106-0031-04	\$250.00		
Educational CAD License (Schools Only) - Includes Pro Text	TMS-106-0011-01	\$3700.00	\$878.90 1	\$ 878.90
Spare Dongle	TMS-106-0011-03	\$141.67		
Three Day Onsite Training	TMS-010-0001-01	\$6000.00		
Two Day Reno Campus CAD Training		Call		
		Accessories Total		\$ 878.90
	Mileage	Requested Delivery Date		
4400 Domestic Shipping FOB Reno \$0.65 per mile				
4800 Domestic Shipping FOB Reno \$1.25 per mile	129.00			\$ 161.25
		Subtotal		\$ 25,877.90
Please Note: Onsite forklift is required to take delivery of both the 4400 and 4800 models.		Estimated Tax		\$ 0.00
		Shipping Total		\$ 161.25
		Grand Total		\$ 26,039.15
PO #		Payment Terms		
Cardholder	cw			

- ☐ I have been made aware of my training options
- ☐ I have read and understand the terms and conditions

Customer Signature

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**Cutting
Systems**

Budgetary Proposal TORCHMATE 4800

TORCHMATE CNC PLASMA SYSTEMS SPECIFICATIONS		Product Specification
TABLE DIMENSIONS		
4400		74" x 67" x 63" [As Shipped 85" x 77" x 71"]
4800		74" X 114 x 63" [As Shipped 122" x 85" x 63"]
MACHINE WEIGHT		
4400		840 lbs [As Shipped 1100 lbs]
4800		1252 lbs [As Shipped 2100 lbs]
TOOL CAPACITY		
4400 - 4800		2
WATER CAPACITY		
4400		60 gals (230 liters)
4800		107 gals (405 Liters)
MATERIAL CAPACITY		
4400 - 4800		3/4" Mild Steel
POWER AIR REQUIREMENTS		
HMI Motion Control		Dedicated 115V / 15A
4400-4800 Air		87-109 psi (6-7.5 bar) 380 SCFH 180 SLPM
4400-4800 Single Phase		208V / 1 / 50 / 60 or 230V / 1 / 50 / 60
4400-4800 Three Phase		208V / 3 / 50 / 60 or 230V / 3 / 50 / 60 or 460V / 3 / 50 / 60 or 575V / 3 / 50 / 60
Machine Ground		Dedicated Earth Ground Supplied By Customer
PRECISION GEAR RACK AND PINION DRIVE SYSTEM		
Stepper Motors		(3) 396 oz-in
Belt reduction		(3) 3:1
Linear Guidance		20 mm Profile Linear Rail
Gear Engagement		Spring Loaded
Gantry Carriage		Milled 3/8" Aluminum
Traverse Speed		500 ipm
Machine Resolution		0.0015
Gantry Clearance		5"
Frame Construction		3/16" Mild Steel
CUT CAPACITY SPEED (MILD STEEL)		
Maximum Pierce Capacity		3/4" in. (19mm)
1/4" in. (6.35 mm)		148 ipm
1/2" in. (12.7 mm)		52 ipm
3/4" in. (19 mm)		26 ipm



**Cutting
Systems**

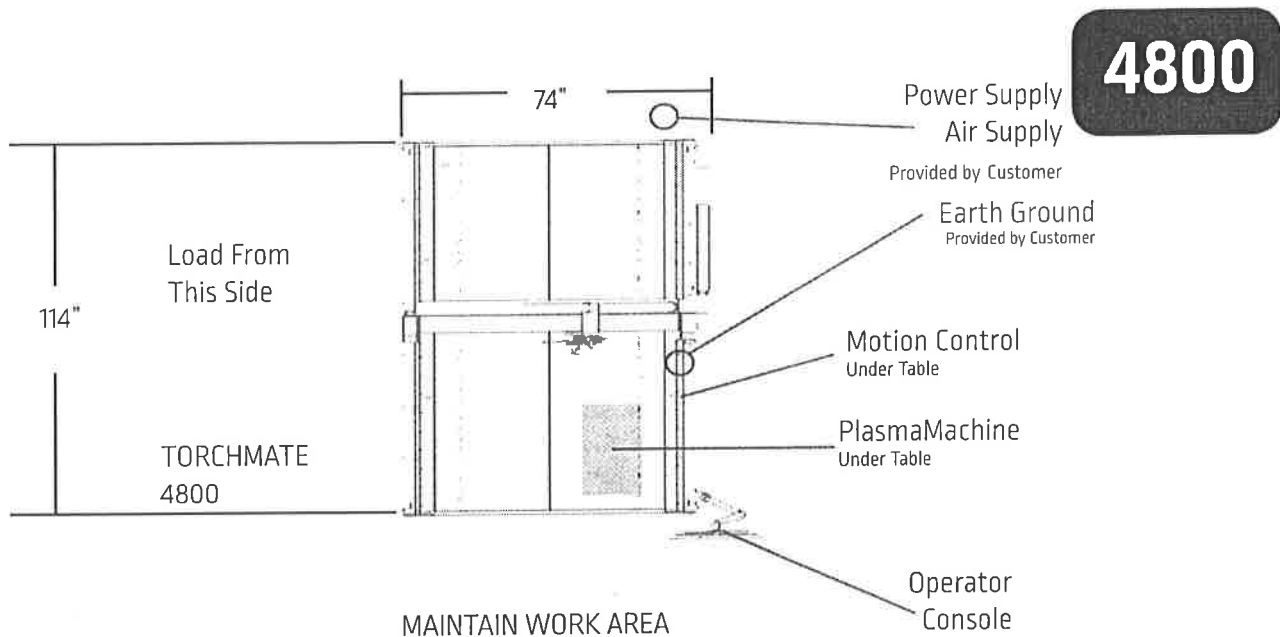
**TORCHMATE®
4400 | 4800**



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Site Preparation

When installing a Lincoln Electric CNC Cutting System in your shop, there are many factors that will influence the potential productivity, ease of use of the machine and the safety of the operator. The main factors to prepare for include the physical layout and placement of the machine in the shop, the availability of power, an EMI ground, compressed air and other gases, and ventilation.



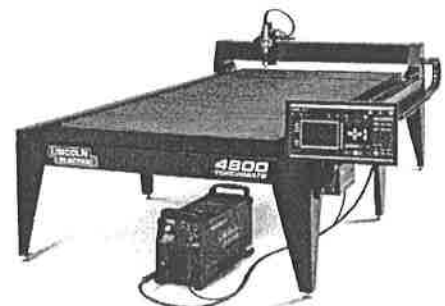
- When preparing to install the Lincoln Electric CNC Cutting System, provide sufficient space. Three feet of work space should be maintained at front of machine
- Forklift load material opposite the cable carrier only. Utilize the back of the machine to park the gantry while loading material.
- A dedicated earth ground must be provided and should be installed in a manner to reduce trip hazard
- The power lead included is limited to 10 feet.

ELECTRIC AND MAGNETIC FIELDS may be dangerous

- Electric current flowing through any conductor causes localized Electric and Magnetic Fields (EMF). Cutting or gouging current creates EMF fields around torch cables and cutting machines.
- EMF fields may interfere with some pacemakers, so operators having a pacemaker should consult their physician before cutting or gouging.
- Exposure to EMF fields during cutting or gouging may have other health effects which are now not known.
- All operators should use the following procedures in order to minimize exposure to EMF fields from the cutting or gouging circuit:
 - Route the torch and work cables together - Secure them with tape when possible.
 - Never coil the torch cable around your body.
 - Do not place your body between the torch and work cables. If the torch cable is on your right side, the work cable should also be on your right side.
 - Connect the work cable to the workpiece as close as possible to the area being cut or gouged.
 - Do not work next to cutting power source.

For more information on electromagnetic interference please visit

<http://torchmate.com/white-papers/EMI-Reduction>



Industry Leading Technical Support

We Include The Tools To Train Your Operators

Lincoln Electric has been helping business succeed since 1895 which means we have the largest technical support staff in the industry. Our team of trained technicians are here full time to walk you through the design, operation, and maintenance of your Torchmate 4400 and 4800 tables. Providing manufacturing solutions is built into our companies core belief; when you need help, we are here. Tap into our traveling team or authorized distribution network with optional onsite training and service, use the variety of online and interactive resources, or reach out to our phone support team when your operator needs assistance.

FLEXIBLE TRAINING AND SUPPORT

Included with your purchase

» **RENO CAMPUS CAD TRAINING**

Free two day hands on training with our instructor, using CAD to design basic parts. Includes machine operation, materials, consumables. Lunch is provided.

» **TECHNICAL PHONE SUPPORT**

Technical phone support is available Monday-Friday 7:00am - 4:00pm PT.

» **EXTENSIVE VIDEO RESOURCES**

Torchmate University is available on our Youtube page, multipart video instruction that covers the basic operation of the machine and entry level CAD design.

» **MONTHLY WEBINARS**

Our technical support teams hosts regularly scheduled webinars on multiple topics for both basic and advanced operation. Join the discussion by subscribing to our newsletter, or joining our online community

» **INTERACTIVE ONLINE COMMUNITY "FabricationForum.Com"**

Online interactive community for all things fabrication. Build projects, tips, tricks and after hour peer support.

ADVANCED TRAINING AND SUPPORT

Optional purchase

» **3 DAY OPTIONAL ONSITE \$6000.00**

Schedule our technical support team to visit your location.

Domestic Onsite Training Scope

Day one 8 hours

- Machine Set Up | Grounding
- Configuration, Network connection, VMD launch
- Machine Safety

Day two 8 hours

- Run File | Shape library
- Consumable use
- How to get help
- CAD Resources

Day three 8 hours

- Cut Quality
- AVHC setup
- Clip Art
- Cut Projects

» **ADVANCED RENO CAMPUS TRAINING**

In house one on one advanced training at our Reno, Nevada campus. Includes advanced CAD instruction, Machine set up and maintenance. Call for details & additional fees.

LINCOLN ELECTRIC CUTTING SYSTEMS, INC.

TERMS AND CONDITIONS RELATING TO THE SALE OF GOODS

Lincoln Electric Cutting Systems, Inc., d/b/a Torchmate or The Vernon Tool Company (hereinafter, "Seller") reserves the right to change these Terms and Conditions of Sale at any time. The Terms and Conditions applicable to an order shall be those in effect at the time the order is placed.

1. DEFINITIONS

- **"Agreement"** means these Lincoln Electric Cutting Systems, Inc. Terms and Conditions Relating to the Sale of Goods ("Terms and Conditions"), together with Seller's Proposal, the Order Acknowledgement, the System Design, and the Build Schedule, together with any agreed-upon amendments thereto, which together shall comprise the entire Agreement.
- **"Build Schedule"** means the approved timetable established between the Buyer and Seller, utilizing the designs, resources and processes required to provide the services and manufacture the System.
- **"Buyer"** means the person or entity who is buying or who is contracting to buy the Goods and/or Services.
- **"Component Parts"** means a constituent part of a System or an accessory used in conjunction with a System.
- **"Consumables"** means any material that is consumed within the welding/cutting or other processes.
- **"End User"** means the person or entity who ultimately uses or possesses the Goods without any intention of resale. The End User may be the Buyer.
- **"Goods"** means any saleable item manufactured by Seller and/or listed in Seller's Product List for delivery, sale, or use as the context requires. Goods include System(s), Component Parts, and Consumables.
- **"Order Acknowledgment"** means a written document generated by Seller, or any of the actions taken by Seller as set forth in Section 2 of these Terms and Conditions, that authorize the sale of Goods as agreed by Buyer and Seller.
- **"Product List"** means the comprehensive listing of all Goods offered for delivery, use or sale by the Seller.
- **"Price"** means the amount agreed to by Seller and Buyer for the Goods as further outlined in an Order Acknowledgement or the Agreement.
- **"Purchase Order"** means a document generated by Buyer authorizing the purchase of Goods by Buyer.
- **"Request for Quote"** means Buyer's request to Seller for information pertaining to the purchase of Goods.
- **"Seller"** means Lincoln Electric Cutting Systems, Inc.
- **"Seller's Proposal"** means the document generated by Seller itemizing a System and/or other Goods to be offered for sale to the Buyer. All terms set forth in Seller's Proposal shall be incorporated into the Agreement upon Order Acknowledgement and shall be deemed to be part of the Agreement.
- **"System"** means an automated cutting system that is for sale or is being contracted to be sold by Seller that is built to Buyer's specifications. Virtually all automated cutting systems consist of three primary components: 1) A Part Program that creates a detailed set of commands to be followed by the machine tool; 2) A Machine Control Unit (MCU) that stores the part program and executes the commands; and 3) A Machine Tool (laser, drill, plasma, lathe, etc.) that performs the actual cutting.
- **"System Design"** means the engineering and other technical specifications that are the basis for a System; including but not limited to a complete listing of all system components, a set of assembly and component drawings with dimensions, plasma cutting tolerances, cutting variables, and/or any other specifications that are required for the System to be built.

2. SCOPE OF THE TERMS AND CONDITIONS

These Terms and Conditions apply to any purchase or request for Goods or Services by Buyer to Seller. Buyer's purchase and/or acceptance of Seller's Goods and/or Services constitutes Buyer's unconditional acceptance of these Terms and Conditions. Seller's issuance of a written Order Acknowledgement, its commencement of work on the Goods or Services, or its shipment of the Goods to Buyer, whichever occurs first, shall constitute Buyer's Order Acknowledgement and acceptance of Buyer's request for Goods and/or Services, and the formation of the Agreement, subject to these Terms and Conditions. All sales by Seller of any Goods and/or Services are governed by and made expressly conditioned on Buyer's acceptance of these Terms and Conditions. No conditions, usage of trade, course of dealing, understanding, or agreement purporting to modify, explain, or supplement these Terms and Conditions shall be binding unless made in writing and signed by Seller. No other terms and no modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to in writing by Seller. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN BUYER'S PURCHASE ORDER OR ANY OTHER FORM ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF SELLER'S EXPRESS OBJECTION TO AND REJECTION OF SUCH TERMS IS HEREBY GIVEN. Seller's failure to object to any conflicting, contrary, or additional conditions in Buyer's Request for Quote or Purchase Order, shall not be deemed an acceptance of such conditions or a waiver of any of the provisions hereof. In the event there is a conflict between Seller's Order Acknowledgement, Seller's Proposal or invoice(s), and these Terms and Conditions, the Order Acknowledgment shall prevail and control. Seller reserves the right to revise the Terms and Conditions from time to time in Seller's sole discretion. The Terms and Conditions applicable to a given Order shall be the version in effect at the time of Seller's acceptance of the Agreement. Any changes or amendments to these Terms and Conditions shall become effective on the date when such revised terms and conditions of sale are posted on Seller's websites. Revised terms and conditions shall apply to all new Agreements created on or after the date the revised terms and conditions are posted on Seller's websites. Seller shall not be obligated to notify Buyer separately of any changes, amendments, or updates to these Terms and Conditions. It is Buyer's responsibility to check Seller's websites periodically to verify whether a revised version of these Terms and Conditions has been posted.

3. SYSTEM BUILD PROCEDURE

Upon acceptance of an Order but prior to the start of System production, Buyer and Seller shall coordinate the System's design specifications to ensure the System is designed in accordance with Buyer's requirements.

A. System Design and Build Schedule

Upon Order Acknowledgement and receipt of Buyer's required payment, Seller and Buyer shall work together to determine Buyer's System specifications. Once established, Seller shall execute a System Design. System Design specifications include, but are not limited to, a complete listing of System components, a set of assembly and component drawings with dimensions, plasma cutting tolerances, cutting variables, and any additional technical and/or engineering specifications necessary to build the System. Seller reserves the right to modify any Agreement, including System Price, based upon any new or special requirements or information not previously incorporated into the Agreement. Once Buyer and Seller have approved a System Design, Seller and Buyer shall produce an approved System Build Schedule, signed by both, to ensure the System is manufactured in accordance with the System Design and within the timeframe approved by Buyer and Seller. The Build Schedule includes but is not limited to: all key milestones and production deadlines; System specifications; all required equipment, materials, other Goods and tools; projected completion deadlines; factory acceptance testing and installation requirements; if any, and estimated ship date(s). Execution of the Build Schedule shall constitute approval of System Design.

B. Buyer Change Orders

No requests for changes shall be considered by Seller upon completion of System production. Following Buyer and Seller's approval of the System Design and Build Schedule as referenced in 3(A) above, no changes shall be made to either without the express written approval of Seller. To request a change to an approved System Design and/or Build Schedule, Buyer must submit a request for change ("RFC") to Seller in writing prior to the completion of System production. RFCs must include all required drawings, specifications, dimension tolerances, and any other information/documentation necessary for the performance of the requested modification(s) at the time of submission. Upon receipt of a Buyer's RFC, Seller shall review the RFC to determine the viability of the changes requested as well as whether the requested changes would result in a modification of the System Price and/or Build Schedule.

Once established, Seller shall provide Buyer with a written estimate ("Change Estimate") detailing the costs associated with the implementation of the approved changes, if any, as well as a corresponding modified Build Schedule, incorporating any new or changed milestones and/or key System production dates. These costs shall include, but are not limited to, the addition of any Component Parts, labor, services or other Goods not previously quoted in the Agreement, as well as any previously purchased Goods that can no longer be used due to the changes. Upon Seller's receipt of Buyer's signed Change Estimate and modified Build Schedule, any modifications to the System Design and/or Build Schedule set forth therein shall be implemented immediately, provided that both are received within five (5) calendar days of the date of issue to Buyer. Modified System Design(s) and/or modified Build Schedule(s) shall be incorporated into the Order as an amendment and shall be deemed a part of the Agreement. Any additional costs, fees, and/or expenses incurred by Seller due to the implementation of the modified System Design and/or modified Build Schedule shall be paid by Buyer in accordance with the Agreement, as amended. Additional fees may apply for storage of Systems for which performance has been suspended.

Buyer's failure to provide Seller with a signed Change Estimate and modified Build Schedule within the prescribed timeframe shall result in Seller's denial of Buyer's RFC, and System production shall continue in accordance with the original System Design and Build Schedule as set forth in the Agreement.

C. Factory Acceptance Testing (FAT)

If provided for in the Order, Seller shall conduct FAT at the time of the completion of System production. Upon completion of FAT, Seller shall provide Buyer with evidence of the System's successful FAT verifying that the System meets the specifications and requirements set forth in the System Design and/or Build Schedule (or as modified, if applicable) as referenced in Section 3.A or 3.B above as measured by the FAT. Seller's evidence of a successful FAT may also include certification documentation required for compliance with a variety of end-users specific standards as agreed to by the parties and documented in the Agreement.

Within three (3) business days of receipt of Seller's evidence of successful FAT, Buyer shall provide Seller written confirmation indicating Buyer's approval or rejection of successful FAT ("FAT Review"). Any FAT Review rejections must indicate verifiable deficiencies in the testing process. If Seller is able to verify that such deficiencies do exist, Seller shall cure the deficiencies noted in Buyer's rejected FAT Review. Buyer's failure to provide Seller a FAT Review within the prescribed time frame shall constitute Buyer's approval of the FAT Review. Provided that Buyer has made all required payments and unless otherwise indicated in the Agreement, upon Seller's receipt of Buyer's approved FAT Review, Seller shall authorize System shipment to Buyer's facility as designated in the Agreement. Buyer's unreasonable withholding of its approval of FAT Review shall constitute a breach and shall be grounds for Seller to invoke the remedies provided for in these Terms and Conditions or by applicable law.

D. Installation By Seller

If provided for in the Agreement, Seller shall provide installation services at Buyer's location in accordance with the System Design and Build Schedule (or as modified, if applicable) as referenced in Section 3.A or 3.B above. If installation is consistent with the System Design and Build Schedule (as modified, if applicable) as referenced in Section 3.A or 3.B above, as determined by Seller, Buyer shall provide Seller with written approval of installation within three (3) business days of System installation. In the event Buyer claims that the System's installation is non-compliant with the System Design and Build Schedule (as modified, if applicable) as referenced in Section 3.A or 3.B above, Seller shall make all reasonable efforts to correct any deficiencies described by Buyer and confirmed by Seller. Buyer's unreasonable withholding of approval of System installation shall constitute a breach and shall be grounds for Seller to invoke the remedies provided for in these Terms and Conditions or by applicable law.

4. SYSTEM PRICE AND PAYMENTS

Prices quoted are valid for 30 days from the quoted date. Seller reserves the right to change the pricing of the Goods at any time. Purchasers of earlier designed Goods are in no way entitled to exchange for or upgrade to redesigned Goods (including software), except at the sole discretion of Seller and at an exchange or upgrade price determined by Seller.

System Price shall be set forth in the Order Acknowledgement. System Price does not include any federal, state, or local sales, use, excise, gross receipts, value added, or other taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse Seller for any such taxes that Seller or its suppliers are required to pay or collect in connection with the Agreement. Any additional taxes, charges or fees not included in an Order, may be invoiced separately to Buyer. Payment terms for such additional taxes, charges or fees are net thirty (30) days from the date of invoice.

Payment shall be made as specified below or in Seller's Proposal in the currency indicated in the Order Acknowledgement (or, if none is indicated, in United States Dollars). Standard payment terms for a System shall be as follows:

For Torchmate products:

- 100% due upon Seller' Order Acknowledgement

For Vernon Tool products:

- 60% due upon Seller' Order Acknowledgement; and
- 40% due upon completion of the production process but prior to authorization of System shipment to Buyer's facility or other Buyer designated location.

Payments are due at the time of the occurrence of the foregoing events, or upon cancellation of any Agreement. Seller does not provide any cash discounts. Alternative payment terms may be offered at Seller's sole discretion, however, additional charges may apply.

It is Buyer's responsibility to pay the amounts at the times and in the manner delineated in an Order. Buyer is required to comply with all payment schedules in a timely manner irrespective of whether Seller issues an invoice to Buyer as a reminder of Buyer's payment obligations. The failure by Buyer to make payments in the amount and manner specified constitutes a waiver of Buyer's right to demand Seller's performance under the Agreement. If Buyer shall fail to perform its obligations to make payment when due under these Terms and Conditions, then in addition to any other remedies set forth herein or available under applicable law, Seller reserves the right to bill late payment charges of 1.5% per month on Buyer's past due invoices as well as to revoke payment terms on future orders.

Should Seller determine, in its sole discretion, that Buyer's credit has become impaired or its financial condition has become such that, in Seller's sole judgment, the credit extended to Buyer for the System should be curtailed or eliminated, Seller shall have the right to require full payment in advance of the payment schedule set forth in this Section.

5. SYSTEM SHIPPING AND DELIVERY

In the absence of shipping and packaging instructions, Seller shall use its own discretion in the choice of carrier and method of packaging. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance or special packaging so requested shall be at Buyer's expense and valuation.

Unless otherwise agreed in writing by Buyer and Seller, upon completion of System production and receipt of all required payments by Buyer, Seller shall authorize System shipment to Buyer's location as indicated in the Agreement. Subject to the transfer of title and risk of loss provisions below, all shipping deadlines set forth in an Order and/or the Build Schedule (as modified, if applicable) as referenced in Sections 3.A or 3.B above, are approximate only and are based upon the availability of purchased Goods and scheduling demands in Seller's factory. While Seller shall engage in its best efforts to comply with these delivery dates, Seller shall not be liable for any penalties or damages of any kind if these anticipated shipment deadlines are not met.

System Price includes standard packing, marking, labeling, and shipping as determined by Seller. Seller reserves the right to charge additional shipping and handling costs to Buyer if Buyer requires additional packaging of the System and/or has other special delivery requirements. Seller agrees to provide required shipping documentation such as a commercial invoice, packing lists, bills of lading, or other customary documents for domestic and international shipments. Export boxing/crating charges, where required by the Buyer, may require an additional charge and shall be addressed in the Agreement. All charges will be pre-paid by Seller and added to Buyer's invoice.

Domestic Shipments

All domestic shipments shall be made Free On Board ("FOB") Origin: Seller's Point of Manufacture, (Freight Prepaid & Add) Reno, Nevada.

International Shipments

All international shipments shall be made using Incoterms 2010®, Ex Works ("EXW"): Seller's Chosen Facility (Loading Included) Reno, Nevada.

All additional fees and charges, including but not limited to: customs broker and freight forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications, and special equipment/handling charges shall be at the Buyer's additional expense unless otherwise agreed in writing by Seller. Any such expenses may be separately invoiced to Buyer, and Buyer must pay for all such additional charges within thirty (30) days of the date of Seller's invoice.

If Buyer is responsible for any delay in System shipment, Seller reserves the right to charge Buyer additional fees for System storage to be determined at Seller's sole discretion.

6. INSPECTION AND ACCEPTANCE.

Upon Buyer's receipt of the Goods, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortage, overcharge, or damage of Goods within ten (10) days from invoice date, such Goods shall be deemed finally inspected, checked, and accepted by Buyer, and no allowances shall be made thereafter.

7. SYSTEM POST-INSTALLATION SERVICE AND SUPPORT

If provided for in the Agreement, following System installation and within six (6) months of shipment, Seller shall make a technical representative available to the Buyer to conduct training for operational and maintenance personnel. Buyer is responsible for all travel and lodging costs of such technical representatives. Such training shall be conducted only to the extent provided for in the Agreement. Seller will not have any obligation to perform training after six (6) months from the date of System shipment. Seller will not refund any amounts previously paid by Buyer if Buyer does not complete training within one year from the date of System shipment.

8. SYSTEM TRANSFER OF TITLE AND RISK OF LOSS

Transfer of title and risk of loss of the System shall transfer from Seller to Buyer upon tender of the System to the first carrier at Seller's facility, and any claims for loss or damage thereafter shall be made by Buyer directly with such carrier.

9. BUYER'S PROPERTY FOR THE SYSTEM

Buyer may, during the System production process, provide Seller with equipment owned by Buyer such as jigs, tools, drawings, fixtures, dies, molds, patterns and materials to reduce the costs of customizing the System in accordance with the System Design specifications (or as modified, if applicable) as referenced in Section 3.A or 3.B above. Such items are the legal property of Buyer. Seller shall maintain such items in good working order and shall ensure that these items are clearly marked and stored as being the legal property of the Buyer and that any use of the same is restricted to the production of Buyer's System.

10. PURCHASE MONEY SECURITY INTEREST FOR THE SYSTEM

Seller is hereby given, and shall be deemed to have, a purchase money security interest in the System from the beginning of the production process until all payments are received by Buyer. Buyer shall execute, upon Seller's demand, such instruments and documents, including Uniform Commercial Code ("UCC") financing statements, as Seller shall require. If Buyer fails or refuses to sign any such statements, Seller is irrevocably authorized to execute such statements as Buyer's attorney in fact, subject to Buyer receiving prior notice of any such statements. Said security interest shall remain until Seller receives full payment of the purchase price; after which such UCC financing statements shall be terminated.

11. COMPONENT PARTS AND CONSUMABLES

The following provisions shall apply to the purchase and delivery of Component Parts and Consumables.

A. Purchase of Component Parts and Consumables

Prices for Component Parts and Consumables shall be established by Seller and shall be those in effect at the time of Order creation. Buyer must pay Seller's invoices for Component Parts within thirty (30) days of the date of Seller's invoice, with pre-approved credit in place. Seller offers no cash discounts. Seller may change this method of payment if, in its judgment, extension of such terms is not justified. The price for Component Parts or Consumables does not include any federal, state or local sales, use, value added, excise, gross receipts, or other taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse Seller for any such taxes which Seller or its suppliers are required to pay or collect. Buyer is responsible for all shipping costs and risks associated with the delivery of Component Parts and Consumables; both domestic and international.

B. Delivery of Component Parts and Consumables

Any estimated shipment and/or delivery times for Component Parts and Consumables scheduled to be delivered to Buyer are approximate only. Seller shall use its best efforts to make delivery in accordance with deadlines set forth in the Agreement, but Seller shall not be liable for damages of any kind if the designated shipment date is not met. Delivery times shall be automatically extended as needed to resolve any technical matters between the Seller and the Buyer with respect to the delivery, installation, or use of Component Parts and/or Consumables. The Seller shall be entitled to make partial deliveries.

All domestic shipments of Component Parts and Consumables shall be made Freight On Board ("FOB") Origin: Seller's Point of Manufacture, (Freight Prepaid & Add) Reno, Nevada. All international shipments shall be made using Incoterms 2010®, Ex Works ("EXW"): Seller's Chosen Facility (Loading Included) Reno, Nevada.

C. Title and Risk of Loss

Title and risk of loss shall pass to the Buyer upon tender of the Components to the first carrier.

12. RETURNS

All returns shall be subject to these Terms and Conditions. Any Goods to be returned for full or partial refund must be in new, unused (except for bench testing), and in saleable condition, and approved for return by Seller in Seller's sole discretion. Goods that, in Seller's judgment, have been used or modified in any way, or kits that have been partially or fully completed will be subject to an eighteen percent (18%) restocking fee to be determined by the Seller. A return authorization number (RAN) must be obtained by the Buyer prior to any return.

Shipments of returned Good not marked with a valid RAN will be refused.

13. STATEMENT OF WARRANTY

A. Limited System Warranty

Except for Consumables or those parts customarily replaced due to wear and tear during the course of normal operation, Seller warrants its System to be free from defective material and workmanship for a period of twelve (12) months from the date of System shipment. Parts customarily replaced due to wear and tear include but are not limited to: lenses, fuses, lamps, scrapers, electrodes, shunts, emitters, and/or cutting nozzles. This warranty does not include routine mechanical, electrical, and electronic adjustment such as described in the instruction manuals furnished with the System. Such adjustments are the responsibility of Buyer.

This warranty specifically excludes all third party components or component parts not manufactured by Seller. Most third party manufactured components within the System(s) are warranted by the original manufacturers, and are not covered by Seller's warranty. This warranty is void if the System has been subjected to improper installation, improper care, or abnormal operations, or if repairs or modifications have been undertaken without the express written approval of Seller, outside of a Seller's Approved Service Facility ("ASF"), and/or without written authorization from the ASF prior to any such repair. This warranty also does not cover the repair and/or replacement of electrical or electronic parts damaged by improper voltage supplies, improper electrical connections to the System, or improper electrical grounding techniques. Buyer's failure to follow all Seller recommended preventative maintenance schedules may also render the Seller's warranty void. Buyer shall contact Seller immediately upon the discovery of any defect or other basis of warranty coverage. Upon notification of non-conforming, inoperative, or defective System parts, or other claims of System warranty coverage, Seller reserves the right to inspect the System parts to determine warranty eligibility. The sole obligation of Seller hereunder is to replace or repair, at the Seller's option, any part which the Seller, in its sole discretion, determines to be defective under normal use and service during the warranted period.

If Seller confirms the existence of a defect covered by Seller's warranty, Seller shall create a Return Merchandise Authorization ("RMA") approving the repair or replacement of the defective or inoperable System part/component and shall assist the Buyer with the coordination of its warranty service. An approved RMA must accompany any System part/component shipped to an ASF for warranty repair or replacement. Any such shipments to and from an ASF for warranty repair or replacement shall be at the sole expense and risk of the Buyer or Buyer's End User. At Seller's request, any defective System parts or components thereof shall be returned to Seller.

Warranty coverage is available only to the initial End User and is non-transferrable. Any subsequent purchaser interested in transferring warranty coverage must contact Seller to determine whether warranty coverage may be transferred on its Goods and if an additional charge will be required for such transferability. A separate written agreement will be required for this coverage.

Limited Warranty for Component Parts ("Component Parts Warranty")

Component Parts manufactured by Seller, except for Consumables or those parts customarily replaced due to wear and tear during the course of normal operation, or Component Parts that are part of either the Torchmate 4400 or Torchmate 4800 systems, are warranted by Seller's Component Part Warranty to be free from defective material and workmanship for a period of up to twelve (12) months from the date of System shipment to Buyer. Component Parts that are part of either Torchmate 4400 or Torchmate 4800 system are warranted by Seller's Component Part Warranty to be free from defective material and workmanship for a period of up to twenty-four (24) months from the date of System shipment to Buyer. Buyer shall contact Seller immediately upon the discovery of any defective manufactured Component Part or other claims of warranty coverage. If the Seller confirms the existence of a defect covered by Seller's Component Part Warranty, Seller shall create a Return Merchandise Authorization (RMA) approving the repair or replacement of the defective component(s) and/or Component Part(s) and shall assist the Buyer with the coordination of warranty service. An approved RMA must accompany the component(s) and/or Component Part(s) shipped to an ASF. Final determination of warranty coverage eligibility shall be made by the Seller. Component(s) and/or Component Part(s) shipped to and from an ASF for warranty repair or replacement shall be at the sole expense and risk of the Buyer or Buyer's End User. Any Component Parts to be returned for full or partial refund must be in new, unused (except for bench testing), and saleable condition and approved by Seller in Seller's sole discretion.

A return authorization number (RAN) must be obtained by the Buyer prior to any return. Shipments of returned items not marked with a valid RAN will be refused. Seller's Component Parts Warranty in no way extends the System Warranty.

Almost all third-party original equipment manufacturer ("OEM") Component Parts used in Seller's System(s) are warranted by the OEM, and are therefore not covered by Seller's Component Part Warranty. If OEM Component Parts are found to be defective or non-conforming and are covered by an OEM warranty, Seller shall assist Buyer in identifying any defects and shall work with local distributors to ensure that OEM Component Parts are repaired or replaced as required, subject to the terms and restrictions of the OEM's warranty.

B. Limited Warranty for Consumables

All Consumables are warranted by a third-party OEM and are therefore not covered by Seller's warranty. Requests for warranty eligibility for Consumables shall be evaluated on a case-by-case basis and shall be determined by Seller in its sole discretion. To request a determination for warranty eligibility and/or to request warranty service for Consumables, Buyer must contact the Seller directly. Warranty periods for Consumables are for up to one year, vary by product, and are subject to the terms of the OEM warranty. The warranty period starts from the date of shipment of the Goods to Buyer.

C. Warranty Limitations

Seller's warranties do not apply to any Goods that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents. When returning Goods to Seller for warranty replacement or repair, packaging must be adequate, or else Seller's warranty is null and void. Buyer will pay for the cost of shipping to and from Seller for all approved warranty repairs.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES PROVIDED BY SELLER WITH RESPECT TO THE SYSTEM, COMPONENT PARTS, AND CONSUMABLES. SELLER WILL NOT ACCEPT RESPONSIBILITY OR LIABILITY FOR REPAIRS MADE OUTSIDE OF AN AUTHORIZED SERVICE FACILITY ("ASF"). SELLER'S LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF REPAIRING OR REPLACING THE GOODS, OR REFUNDING THE BUYER OR END USER AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE OF THE GOODS, WHICHEVER REMEDY SELLER CHOOSES IN ITS SOLE DISCRETION. SELLER WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT OR THE TIME INVOLVED TO CORRECT THE DEFECT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

The exclusive remedies set forth herein shall not be deemed to have failed of their essential purpose so long as Seller is willing and able to repair or replace defective Goods as set forth herein. No affirmation of Seller, by words or action, other than as set forth in herein, shall constitute a warranty. Any claim by Buyer with reference to the Goods sold hereunder shall be deemed waived by the Buyer unless submitted in writing to seller within the earlier of (i) thirty (30) days following the date Buyer discovered or by reasonable inspection should have discovered, any claimed breach of foregoing warranty, or (ii) 12 months following the date of shipment. Any cause of action for breach of the foregoing warranty must be brought within one year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

14. CONFIDENTIALITY

"Confidential Information" means all information, know-how, trade secrets or other material disclosed by Buyer to Seller and Seller to Buyer. Both Buyer and Seller shall treat each other's Confidential Information as confidential; shall not use such Confidential Information except in connection with this Agreement, and shall not disclose such Confidential Information to any third-party who has not executed an agreement to maintain the confidentiality of the Confidential Information with restrictions at least as restrictive as those set forth herein. All technical, business, sales, distribution channel, financial, marketing, pricing, planning, competitor information, and the lists of customers who have purchased Goods from Seller are considered Confidential Information. Confidential Information does not include information that is: (i) generally known and available in the public domain; (ii) was known to either Seller or Buyer prior to the date of disclosure; (iii) was received from a third-party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information. Given the nature of the Confidential Information and the likely consequences of its unauthorized use or disclosure, monetary damages would not be an adequate remedy and both Seller and Buyer reserve the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

15. INTELLECTUAL PROPERTY INDEMNITY

A. By Seller. Seller agrees to defend any suit, proceedings, or counterclaim against Buyer for the infringement of any United States Letters Patent by: (1) any Goods, of whatever kind, or any parts thereof, made to Seller's design or specifications, but only in the form, state or condition supplied under these Terms and Conditions; or (2) any use of such Goods where the Goods constitute a material part of any patented method of such patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use. Such defense is conditioned upon Seller being: (1) notified promptly in writing of any charges of infringement; (2) given authority to direct and control the defense of such charge or suit; and (3) furnished such information and assistance, at Seller's expense, as may be necessary for such defense. Seller shall pay all costs and damages awarded therein against Buyer. If at any time, such Goods or any part thereof, or their use, are considered by Seller to constitute infringement, Seller may, at its own expense: (1) procure for Buyer the right to continue using such Goods; (2) modify the Goods so they become non-infringing; or (3) remove the Goods and refund the purchase price and the transportation costs thereof, if any. The foregoing states the entire liability of Seller for patent infringement by such Goods or their use.

B. By Buyer. If Buyer asks Seller to produce any Goods based on designs, specifications, or requirements provided by Buyer, or asks Seller to produce a product to which Buyer represents that Buyer has ownership rights and/or has a license to have built for Buyer (collectively hereinafter "Buyer Provided Specs"), then Buyer agrees to defend and indemnify Seller against any claims, suits, proceedings (whether in court or out of court) of all types whatsoever against Seller, its parent company, agents or affiliates, and shall indemnify Seller against all costs, damages, judgments, settlements, and compromises (including court costs and attorneys' fees) arising out of the infringement or claimed infringement of any patent, trademark, service mark, trade secret, copyright, moral rights or other claims of violation of intellectual property anywhere in the world by: (1) Buyer's request that Seller reproduce, manufacture, modify, utilize, or incorporate Buyer Provided Specs into an order placed with Seller; or (2) any misrepresentation by Buyer that it had ownership rights and/or a license to have products built for it when such representation was not accurate and/or resulted in claims against Seller based upon Seller's completion of a project for Buyer under such misrepresentation. Buyer shall pay all costs, damages, judgments, settlements, and compromises (including court costs and attorneys' fees) arising out of or related to such claims, suits, proceedings (whether in court or out of court) against Seller, its parent company, agents, or affiliates.

16. INDEMNIFICATION AND INSURANCE

Buyer shall indemnify, defend, and hold Seller harmless against all liabilities, damages, claims, losses, costs and expenses (including reasonable legal fees), relating to property damage, death, and/or bodily injury arising out of Buyer's actions, omissions, or performance under any agreements to which these Terms and Conditions are applicable in full or in part.

Seller shall indemnify, defend, and hold harmless Buyer against all liabilities, damages, claims, losses, costs, and expenses (including reasonable legal fees) relating to property damage, death, and/or bodily injury to the extent arising out of Seller's negligence, intentional misconduct, or performance under the Agreement.

Buyer shall maintain general liability insurance including coverage in an amount no less than five million (U.S. \$5,000,000) dollars per claim for property damage, bodily injury, and contractual liability. Until Seller is in receipt of full payment by Buyer, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of the System. Further, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of any equipment owned by Buyer such as jigs, tools, drawings, fixtures, dies, molds, patterns and materials in Seller's possession for the purposes of building Buyer's System until such time that Buyer's property is returned to Buyer. Unless otherwise agreed to by Buyer and Seller, Seller shall not maintain insurance on such Buyer-provided materials and will not assume any liability for destruction or loss of the same.

17. CHANGES

Seller reserves the right to alter, modify, or redesign its Goods without any obligation to notify Buyer or replace previous Goods sold to Buyer.

18. DELAYS; FORCE MAJEURE

Seller shall not be liable to the Buyer for any delay in any performance or for failure to render any performance, or any loss or damage associated therewith, when such delay or failure is directly or indirectly caused by governmental laws or regulations (whether or not valid); acts of war; acts of government; acts of God; acts of terrorism; sabotage; civil disturbances; strikes or other labor disturbances; equipment failure; the inability to procure raw materials, power, equipment, labor or other supplies on an economical or other basis; explosions; accidents; transportation delays or shortages; floods; landslides; epidemics; or similar or dissimilar events or conditions that are beyond the reasonable control of Seller, in any of the foregoing cases whether or not foreseeable (collectively hereinafter the "Force Majeure Event"). In expansion and not limitation of the foregoing, a Force Majeure Event shall be deemed to delay or prevent performance if it directly or indirectly causes the timely performance by Seller of any of its obligations to be commercially impracticable. Seller shall not be denied relief under this paragraph if it fails to avoid or resolve any Force Majeure Event, except to the extent that it fails to employ commercially reasonable efforts to avoid or resolve such event, which efforts shall not be required to include the expenditure of funds. Upon the occurrence of any Force Majeure Event, Seller shall have the right to extend the date upon which any performance hereunder is due and to allocate Goods among its customers in its sole discretion. In the event of any prolonged Force Majeure Event, Seller may, at its option and without liability, cancel all or any portion of this Agreement. This paragraph shall be effective and apply even if the Force Majeure Event invoked by Seller had been in effect on the date of Seller's acceptance of the Agreement. This Section supplements, and does not replace, any remedies available to Seller under applicable law.

19. CANCELLATION; TERMINATION

Cancellation by Buyer. Buyer may cancel an Agreement only upon Seller's written consent. There shall be absolutely no cancellations of an Agreement after completion of System production. If Buyer attempts to cancel an Agreement following completion of System production, Buyer shall pay Seller the full price established in the Agreement within sixty (60) days of completion of System production, irrespective of whether Buyer arranges for System shipment.

Suspension of Performance or Termination by Seller. Seller shall have the right to suspend performance under this Agreement, or terminate this Agreement in whole or in part, at its sole discretion, and without liability to Buyer, if: (1) Buyer fails to comply with any of the terms set forth in the Agreement (including without limitation withholding of any approvals required hereunder); (2) at any time the Buyer fails to post security or execute documentation required for a Purchase Money Security Interest within (15) days after Seller has requested the same; (3) there is an interruption or suspension of manufacture or assembly at the Buyer's direction for a period of thirty (30) days or more, regardless of whether they are consecutive and regardless of cause; or (4) at any time, Buyer makes an assignment for the benefit of creditors, ceases doing business as a going concern, or becomes insolvent, or if a voluntary or involuntary petition for bankruptcy is filed by or against Buyer, or a trustee, receiver or liquidator is appointed to Buyer. Additionally any occurrence of breach by Buyer shall be grounds for Seller to invoke any remedies provided herein and any other legal or equitable remedies under applicable law.

Remedies upon Cancellation or Termination. If the Agreement is canceled for any reason prior to completion of System production, Buyer shall pay Seller for any and all costs actually incurred by Buyer in performance of this Agreement up to and including the date of cancellation, any prorated tooling charges remaining unpaid, the costs of settling and paying claims arising out of the termination of work under Seller's subcontracts or vendors, and all actual costs incurred by Seller in connection with any uncompleted portion of the Agreement, plus ten percent (10.0%) of the total price of the Agreement as a cancellation fee ("Cancellation Fee"). Seller may deduct payments previously made by Buyer from the amount due. Seller shall then invoice Buyer for any remainder, to be paid by Buyer within ten (10) days of the date of the invoice. In the event a surplus exists from Buyer's initial payments, Seller shall return the remainder, if any, to Buyer, within a reasonable time of Buyer's cancellation. Seller shall have no responsibility or liability to Buyer for Seller cancellation, except for the return of any surplus funds due to Buyer. Should Seller complete performance under the Agreement, Seller shall be paid the full amount of the Agreement.

20. COMPLIANCE WITH LAWS

Buyer shall, at its own expense, comply with all applicable laws, regulations and other requirements of every applicable governmental authority, agency, or instrumentality and assume all liabilities or obligations imposed there with respect to Buyer's performance under any agreements to which these Terms and Conditions are applicable in whole or in part and to the use of Seller's Goods. Without limiting the generality of the foregoing, Buyer represents and warrants that it complies with the following laws (as amended) and any rules and regulations, if applicable, to the manufacture of Goods: (a) Federal Occupational Health and Safety Act of 1970; (b) Fair Labor Standards Act of 1938; (c) EC Directive on the Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment; (d) EC Directive on Waste Electrical and Electronic Equipment; and (e) laws regarding discrimination as to age, race, color, religious creed, sex, ancestry or national origin, physical or mental disability or veteran status.

Buyer shall comply with all applicable laws and regulations with respect to the business conducted with Seller, including (without limitation) all applicable "Anti-bribery Laws," which prohibit the payment or transfer directly or indirectly of anything of value to governments, government officials, state-owned enterprises, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business or an improper business advantage.

The U.S. government also imposes and enforces prohibitions on the payment or transfer of anything of value (either directly or indirectly) to governments, government officials, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business. This U.S. law is referred to as the Foreign Corrupt Practices Act (FCPA), and it can have application to conduct of a U.S. corporation's foreign subsidiaries, employees and agents. A summary of the law and related information can be found at <http://www.justice.gov/criminal/fraud/fcpa>. Buyer warrants that:

- A. It is familiar with the provisions and restrictions contained in the FCPA.
- B. It shall comply with the FCPA in all respects. It shall not offer, promise, give, demand, seek or accept, directly or indirectly, any gift or payment, consideration or benefit in kind which would or could be construed as an illegal or corrupt practice.

Buyer acknowledges that the goods and technical data, if any, which are purchased or received under these Terms of and Conditions may be subject to the export controls of the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of State and other U.S. agencies, as well as the export control regulations of foreign countries. Buyer acknowledges and agrees that the material and technical data, if any, which Buyer purchased or received under these Terms and Conditions and shall not be used for any prohibited purpose or transferred to a prohibited person or entity. Further, none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries upon which the United States maintains an embargo, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Lists of Parties of Concern (collectively, "Designated Nationals") or for any restricted end-use. Any diversion contrary to U.S. law is prohibited.

By purchasing Goods from Seller, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National, and that you shall not re-export, divert or transfer the Goods you purchase on this Website to an embargoed country, person or entity. Buyer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Buyer further represents and warrants that Buyer shall (i) comply strictly with all legal requirements established under these controls; (ii) cooperate fully with Seller in any official or unofficial audit or inspection that relates to these controls; and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any purchased items or related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by the U.S. Export Administration Regulations or any other law or regulation, as modified by time to time, or to any national or resident thereof. Seller makes no representation that any items purchased for sale from Seller are appropriate for the use intended or available for use in other locations. Buyer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of the United States and other countries.

Upon Seller's request, Buyer shall sign a compliance certificate attesting that it and its employees, agents and representatives are currently and shall continue to be in compliance with all applicable laws and these Terms and Conditions.

21. LIMITATION ON CAUSES OF ACTION

Any action by Buyer for breach of the Agreement must be commenced within eighteen (18) months of the date of the alleged breach of the Agreement without regard to the date the breach is discovered. Any action not brought within eighteen (18) months shall be barred without regard to any other limitations period set forth by law or statute.

22. LIMITATIONS ON LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF OR RESULTING FROM THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF THE GOODS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION, SHALL SELLER'S AGGREGATE LIABILITY TO BUYER EXCEED THE PRICE PAID BY BUYER FOR THE GOODS OR SYSTEM GIVING RISE TO SUCH DAMAGES.

23. CUSTOMER ASSISTANCE POLICY

Seller's goal is to meet Buyer's needs and to exceed its expectations. On occasion, Buyer or End User may ask Seller for information or advice about their use of Seller's Goods. Seller's employees respond to inquiries to the best of their ability based on information provided to them by the Buyer or End User and the knowledge they have concerning the Goods in question. Seller's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular application and therefore any advice that they may give is for informational purposes only. ACCORDINGLY, SELLER DOES NOT WARRANT, GUARANTEE, OR ASSUME ANY LIABILITY WITH RESPECT TO SUCH INFORMATION OR ADVICE. MOREOVER, PROVIDING SUCH INFORMATION OR ADVICE DOES NOT CREATE, EXPAND, OR ALTER ANY WARRANTY ON SELLER'S GOODS. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any Buyer's or End User's particular purpose is expressly disclaimed. The selection and use of specific products sold by Seller is solely within the control of, and remains the sole responsibility of Buyer or End User. Many variables beyond the control of Seller affect the results obtained in applying these types of fabrication methods and service requirements.

24. RELATIONSHIP OF THE PARTIES

The relationship of Seller and Buyer is that of independent contractors. Seller's relationship with Buyer shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture, or agency of any kind. Unless otherwise specified under these Terms and Conditions, Buyer agrees to pay, and shall solely bear, all of its incurred expenses in connection with this Agreement, including without limitation all travel, lodging, and entertainment expenses. Buyer shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Seller or to bind Seller in any respect whatsoever.

25. SOFTWARE

Goods sold by Seller may include the appropriately licensed software normally provided therewith by the manufacturer. Software shall remain the property of its licensor. The terms and conditions of any software license agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein. Buyer and End User agree to be bound by such terms and conditions, particularly those limiting the use and transfer of the software. Except as otherwise permitted therein, Buyer and End User shall use the software only with the Goods and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent. Software is warranted only to the extent provided for directly by the licensor. Seller makes no warranty as to the performance of any software. Buyer and/or End User shall be fully responsible for, and shall indemnify, hold harmless, and, if so requested by Seller, defend Seller from and against, all matters whatsoever arising out of or in connection with or relating to software, including, without limitation, the ownership, copyrights, licensing, licensing terms, licensed quantities, warranties, functionality, fitness for use, operation, installation, malicious or criminal use and/or de-installation thereof.

26. DISPUTES AND APPLICABLE LAW

In the event of any controversy, claim, or dispute arising out of or relating to this Agreement (a "Dispute"), Seller and Buyer shall seek to resolve the matter amicably through mutual discussions to be initiated by written notice by the aggrieved party to the other party as promptly as possible after a Dispute arises. Such discussions are to be conducted diligently in good faith by both Seller and Buyer. Such discussions may be conducted over the telephone, or at a meeting or meetings, held at the principal offices of Seller, or at such other location as the parties may agree. If the Dispute cannot be resolved through mutual discussions as set forth above, either party may commence an action to resolve the Dispute in the Federal or state courts of the State of Ohio, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts, waives any objection it may now or hereafter have as to venue or as to convenience of forum, and agrees that all claims in respect to such Dispute be heard and determined only in such courts. Process in any such Dispute may be served on any party anywhere in the world. These Terms and Conditions and any agreements arising therefrom shall be governed and construed under the laws of the State of Ohio, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to these Terms and Conditions or any agreements created thereby or construed therewith.

27. NO ASSIGNMENT

Buyer may not assign any of Buyer's rights or obligations under this Agreement without the express written consent of Seller.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement is the final and exclusive agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, relating to the subject matter hereof. The Agreement may not be varied, modified, altered, or amended unless agreed to in writing by Buyer and Seller.

29. NO WAIVER

No waiver will be binding unless made in writing and signed by the party making the waiver. No waiver of any breach by the other party of any provision hereof shall be deemed a waiver of any other, preceding, or succeeding breach of the same or any other provision, nor will any waiver constitute a continuing waiver. The delay by or failure of a party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor shall it prevent that party from thereafter enforcing that provision or any other provision hereof.

30. SEVERABILITY

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

CUSTOMER ASSISTANCE POLICY

The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

Lincoln Electric is a responsive manufacturer, but the selection and use of specific products sold by Lincoln Electric is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

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