



Presentation to the Board of Trustees
1/22/2019

We have focused this year on building onto the solid foundation established last year. Beginning with the addition of some vital positions, we have added to an already strong core of staff members at Olivehurst. In doing so, we are able to support families and staff more effectively than ever before. We all continue to concentrate our efforts around three key areas: School Culture, Teaching & Learning and Communication.

SCHOOL CULTURE

PBIS continues to drive our efforts to promote and recognize students for their Positive Behaviors. Our training in PBIS has reached a level where we are now focused on pursuing the Tier II Silver ranking in the near future. We are proud to introduce our new Vice Principal, Jodi Buda and our new Student Support Specialist, Paul Shergill. Together with our returning Principal, Rich Sullivan, we created our “Eagle’s Nest” student support center. In the Nest, our administrative staff, Mr. Shergill and School Psychologist, Kacy Grimes are able to support students utilizing conflict management, reflective and restorative practices, and personal counseling. All of these supports carry the same goal, to help students increase their positive choices and maximize positive behaviors.

Again, the foundational aspect of our school culture and identity is our School Garden. We will continue with our Morning in the Garden celebration in the spring. However, we have also recently been awarded a grant to emphasize a Farm to Table concept. Through the hard work of all our staff, we are able to continue making the garden a place where the growth of each plant is valued, just like our Olivehurst students!

TEACHING & LEARNING

Last year’s focus on Professional Development has evolved into the two areas of Teaching & Learning. In doing this, we concentrate our efforts on the two most important parts of education...a student’s learning and a teacher’s teaching.

At Olivehurst, all Eagle students SOAR. This isn’t just a statement, but a daily Schoolwide practice. This year we created grade level SOAR times for every grade level. During grade level SOAR times, every student is involved in small group instruction with a teacher and/or paraprofessional. The students are grouped based on their reading levels and instruction takes place where they are at in their instructional journey. This guarantees ALL students get individualized instruction where they need it the most! Our PLC Collaboration efforts have centered on planning instruction, monitoring student progress and adjusting instruction for SOAR time. Our teachers have quickly become experts when it comes to understanding the specific needs for each students and how best to ensure growth for all.

COMMUNICATION

Schoolwide we implemented the use of School Dojo, an online communication resource which helps provide effective school to home communication. All teachers were trained in how to implement the system and grade levels have established common practices for staff. This has greatly increased our parent communication efforts, most teachers hear from multiple parents on a daily basis. The power behind this tool is our teachers focus on consistently providing positive feedback to parents. The first time parents hear from us isn't because there's a problem!

We have seen growth in many areas of our school and although there are still areas needing to be addressed, Olivehurst has emerging as a shining star. This is possible because we all believe Olivehurst Elementary is a place where ALL STUDENTS WILL BE SUCCESSFUL!

We would like to thank our Board of Trustees, Superintendent and District Office staff for helping us make this belief a reality!

Thank You,



Richard Sullivan
Principal

High School Textbook/Instructional Materials Adoption

☒ Primary Textbook/Materials ☐ Supplemental Textbook/Materials
(Intervention and acceleration Materials Exempt) ☐ Updated Version
(previously board approved) ☐ Novel

For use beginning with the semester of: ☒ Fall ☐ Spring Year: 2019

Textbook(s)/Material(s) Title: The Practice of Statistics

Author(s): Starnes Tabor

Publisher: BFW Copyright: 2018

ISBN: 13: 978-1-319-11333-9 Hard Copy Cost: 147.89

Site Funding Source: 5294 Digital Cost: _____

Grades: 11-12 Projected # of books: 60

Course Title(s): Statistics Course ID(s): MA042

Does this textbook(s)/material(s) contain information that a parent/guardian or student may find objectionable?

☐ Yes, _____ ☒ No

Does this textbook(s)/material(s) cover the California content standards?

☒ Yes, thorough coverage/alignment ☐ Yes, moderate coverage/alignment
(Supplemental materials may be required.)

☐ Meets the legal compliance requirements of 60040 – 60048 and 60052

☐ Meets the intent of board policy and administrative regulation 6161.1

Submitted by: Bob Eckardt Date: 1/8/2019

Approved by:

New primary and supplemental textbooks REQUIRE Department & Site Principal agreement that these instructional resources will be the materials used in all courses with the same content/course ID throughout the district

Lindhurst High School Department Chair Wendy J Date: 1/8/19

Lindhurst High School Principal 1st PR Date: 1/8/19

Marysville High School Department Chair Don B Date: 1/10/19

Marysville High School Principal Sheraun Date: 1/10/19

Reviewed by:

By Phone By Email In Person

☒ Marysville Charter Academy Principal ☐ ☒ Date: 1-10-19

☒ South Lindhurst High School Principal ☐ ☒ Date: 1-10-19

☒ Community Day School Principal ☐ ☒ Date: 1/10/19

☒ District Parent Advisory Committee ☐ In Person Date: 1/14/19

☐ District School Board Approval Date: _____



CONTRACT SERVICES AGREEMENT
(Student Discipline & Attendance – Al Valdez)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **22nd day of January, 2019** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Alice Ruth Bolton of Sacramento, California (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 commencing from **February 5, 2019** and concluding **February 5, 2019**. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:** CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THREE THOUSAND DOLLARS AND 00/100 CENTS (\$3,000.00) (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 when the Work is completed, which is the final day of the contract, **February 5, 2019**. The invoice from the CONTRACTOR must be presented prior to this date for payment to occur. The DISTRICT may pay prior to **February 5, 2019** upon receipt of the invoice and its discretion. 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 the Superintendent and Jolie Carreon, Director Student Discipline and Attendance (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Ruthie Bolton, self, 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.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's

employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
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.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage 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 5.2C 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
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

VI. MISCELLANEOUS PROVISIONS

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

and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it 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:

Al Valdez
4616 Torrey Pines Dr.
Chino Hills, CA 91709
909-730-7569

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Jolie Carreon, Director of Student Discipline and Attendance
Phone: 530-749-6901
Email: jcarreon@mjusd.com

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 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.

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: _____

Michael R. Hodson
Asst. Supt. of Business Services

Al Valdez

By: _____

Name: _____

Title: _____

EXHIBIT A
Scope of Services

Marysville Joint Unified School District will supply: audio visual equipment that is required such as screen (or TV) for power point projection and audio hook up for lap top computer. Marysville Joint Unified School District agrees to notify the provider if any of the audio visual equipment cannot be obtained; in such case the provider will supply power point projector and audio for the training at no extra charge

Marysville Unified School District will choose the training venue: MJUSD Board Room

Provider will provide training for 40 attendees, which includes all handouts and all other class materials for the exercises.

HDMI and/or VGA hook up for TV or power point projector, lap top and all digital materials for training, name placards, markers etc.

Provider will obtain round trip airfare, hotel accommodations, rental car and copying.

Training quote for Wednesday February 5, 2019 from 8:30 am to 3:30 p.m. in Marysville, California

Training cost is: \$3,000.00

Respectfully submitted,

Alfonso Valdez, PhD
909-730-756



CONTRACT SERVICES AGREEMENT
(Student Discipline & Attendance – Dora Dome)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of January, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Alice Ruth Bolton of Sacramento, California (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 commencing from February 14, 2019 and concluding February 14, 2019. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION: CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of THREE THOUSAND DOLLARS AND 00/100 CENTS (\$3,000.00) (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 when the Work is completed, which is the final day of the contract, February 14, 2019. The invoice from the CONTRACTOR must be presented prior to this date for payment to occur. The DISTRICT may pay prior to February 14, 2019 upon receipt of the invoice and its discretion. 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 the Superintendent and Jolie Carreon, Director Student Discipline and Attendance (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Ruthie Bolton, self, 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.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's

employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be 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.
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.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage 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 developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents

and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it 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:

Dora Dome
Dora Dome Law Offices
5111 Telegraph Ave, #164
Oakland, CA 95609
(510) 301-6667
dora@doradomelaw.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Jolie Carreon, Director of Student Discipline and Attendance
Phone: 530-749-6901
Email: jcarreon@mjusd.com

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 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: _____
Michael R. Hodson
Asst. Supt. of Business Services

Dora Dome

By: _____

Name: Dora Dome

Title: Attorney/Owner

EXHIBIT A
Scope of Services

Dora Doma will provide a 6 hour training on Student Discipline and Special Education Discipline Basics to MJUSD administrators and school psychologists on February 14, 2019 from 8:30 a.m. -3:30 p.m.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2018

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

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

PRODUCER Edgewood Partners Ins. Center 1765 Challenge Way, Suite 200 Sacramento - P&C Sacramento, CA 95815	CONTACT NAME: Amber Barbour PHONE (A/C, No, Ext): 925.822.9161 FAX (A/C, No): 925.887.6799 E-MAIL ADDRESS: amber.barbour@epicbrokers.com														
INSURED Dora Dome, Law Office 5111 Telegraph Ave., Suite #164 Oakland, CA 94609	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company	11000	INSURER B : Aspen American Insurance Company	43460	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		57SBABC9800	05/29/2018	05/29/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		57SBABC9800	05/29/2018	05/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		LPP00218704	03/15/2018	03/15/2019	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURANCE VERIFICATION

CERTIFICATE HOLDER

CANCELLATION

Dora Dome Law Office
 5111 Telegraph Ave. #164
 Oakland, CA 94609

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

AUTHORIZED REPRESENTATIVE

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E. F. H. H.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Dora J. Dome

Business name, if different from above

Dora J. Dome Law Offices

Check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

5111 Telegraph Ave., #164

City, state, and ZIP code

Oakland, California 94609

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

27

4917778

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Dora J. Dome

Date ▶

1/5/17

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



dora@doradomelaw.com

Invoice No.	1231
Date	12/19/18
Due Date	12/19/18
P.O. Number	

Bill To:
Marysville Joint USD
Jolie Carreon
Director of Student Discipline and Attend
1919B Street
Marysville, CA 95901

Thank you for your business.

Total

\$800.00



December 7, 2018

Marysville Joint Unified School District
Greg Taylor
1919 B St
Marysville CA 95901

Dear Mr. Taylor :

Enclosed is a participation agreement between Marysville Joint Unified School District and Adventist Health and Rideout dba Adventist Health and Rideout Drug Testing Services. This agreement outlines services and regulatory requirements for participation in our random drug and alcohol testing program. Please review the agreement, complete the requested information, and sign page one.

Your membership will take effect on the date the agreement and registration payment is received in our office. Drivers for Marysville Joint Unified School District > will be added to the testing pool/program upon completion and clearance of a DOT pre-employment drug test. ***If you are transferring to this program from another consortium, and there has not been a lapse of program membership over 30 days, you must also attach a list of current active DOT drivers.*** We need the names, social security numbers and birth dates of all active drivers who meet the pre-employment drug testing exception requirement. If you have any questions whether or not your drivers can meet this exception, I will be glad to discuss this with you.

If you are transferring from another consortium, we also require completion of the "Applicant Alcohol & Drug Test Statement" as well as a "Request for Drug & Alcohol Test History" for each company the driver has driven and/or tested for within the past 3 years. Complete only the APPLICANT section of this form.

Please ***RETURN A COPY OF THIS ENTIRE PACKET*** to Drug Testing Services; 1531 Plumas Court, Suite B-D; Yuba City, CA 95991. Keep the original of this agreement for your records. This serves as your notice of participation in a Federally mandated random drug and alcohol testing program. Please contact us at 530 751-4911 if we may be of further assistance.

Thank you,

Robin Winther

winther@ah.org

Occupational Health and Drug Testing Services Manager



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Business Services Department

Approval : *WLS*

Date: 12-17-18

Exhibit A

Membership Number:

Lab Account Number:

COMPANY INFORMATION:

Company Name: Marysville Joint Unified School District

Mail Address: 1919 B St Marysville, CA 95901

Physical Address: 1919 B St Marysville, CA 95901

Company Owner: Greg Taylor

Primary Contact/DER: Greg Taylor Email address: gtaylor@mjud.k12.ca.us

Phone: 530 749-6199 Cell Phone: 530 514-8043

Fax: Is this fax line secure/confidential? ☐ yes ☒ no

Alternate Contact: Andy Willis Alternate Email: awillis@mjud.k12.ca.us

Alternate Phone: 530 740-6496 Cell Phone: 530 415-1340

US DOT # 2655323 MC # 64635 Avg. # of drivers in company 55

Results will be sent via secure (chose only one): Email

Secure Passcode for telephone inquiries:

Do you wish Adventist Health and Rideout to perform DOT required drug and alcohol record searches on your behalf? Yes Company Type: "C" for company or "O" for single owner/operator C>

Do you wish Adventist Health and Rideout to assist your company with DOT required drug and alcohol policy?: Yes

Policy 1 terminate employee Policy 2 Employee pays for SAP Policy 3 Company pays for SAP

Do you wish Adventist Health and Rideout to provide a link to DOT required supervisor training to recognize the signs and symptoms of drug and/or alcohol abuse and misuse?: Yes

Notes: _____

Names and phone numbers of companies for whom we "subhaul". Primary carriers will be notified of any positive, adulterated, substituted or refusal to tests. They will be notified if the carrier is terminated from this program:

Primary Carrier: _____ Phone: _____

Primary Carrier: _____ Phone: _____

Primary Carrier: _____ Phone: _____

Adventist Health and Rideout Drug Testing Services agrees to provide all services as listed below concerning drug and/or alcohol tests required by Department of Transportation regulations in full compliance with the provisions of 49 CFR Part 40. Compliance with Part 40 is a mandatory term of this

agreement. If the Department of Transportation determines that Adventist Health and Rideout Drug Testing is in noncompliance with Part 40 with respect to DOT regulated drug and alcohol programs, this agreement will be terminated for cause by the employer unless the noncompliance is corrected.

- Random selection of qualified drivers will be performed on a quarterly basis using a standardized computer program.
- Adventist Health and Rideout Drug Testing Services is not the primary depositor of documentation. Copies of required reports and records will be maintained at Adventist Health and Rideout Drug Testing Services. Employers may contact our office and request copies of such records with **2 business day advance notice**. Reports requested without advance notice will incur additional charges.
- Statistical laboratory testing summaries and annual summaries are available upon request with 2 days advance notice.
- Drug testing results will be reported via phone, fax, email or electronic transmission to the designated employer representative immediately upon completion of medical review. Transmission of personnel listings and results sent via email or electronic transmission will report to your email address as **DTR@eVeriTesT.net**. **DO NOT REPLY TO THIS EMAIL**. The file will be encrypted for security and can be accessed using the first name of the account DER in all lower case letters. A hard copy of the results and CCF will be mailed to the employer for record.
- Assistance with company drug & alcohol policy development will be provided upon request at an additional fee.
- Adventist Health and Rideout Drug Testing will forward a link (see below) by either text or email to drivers who have a pre-employment test. We will also send an acknowledgment of receipt for the document which you can file for your records.
[www.transportation.gov/sites/dot.gov/files/docs/Employee Handbook Eng 2014 A.pdf](http://www.transportation.gov/sites/dot.gov/files/docs/Employee%20Handbook%20Eng%202014%20A.pdf)
- Medical Review Services are provided by certified Medical Review Officers as outlined in DOT part 40.121. Adventist Health and Rideout Drug Testing will act as an intermediary in the transmission of drug and alcohol testing information as outlined in DOT part 40.345.
- We only contract with testing laboratories who are SAMHSA certified.
- Collection services and breath alcohol testing will be provided at our office in Yuba City, CA. If necessary, other testing locations will be provided at sites as close to your business as possible. If you require a collection site somewhere other than our facility in Yuba City, please contact our office to arrange for certification verification of your selected collection site.
- A collector is available 24 hours a day 7 days a week for after hours emergency DOT collections for DOT qualified accidents, Post Accident or Reasonable Suspicion/Cause testing. Our company cell phone is 530 218-6651 and pager number 530 740-9584. Contact information is also available on our main phone 530 751-4911 voice mail.

- DOT required Supervisor training is available through our company online in coordination with Compliance Information Systems for both supervisors and employees.
- New driver alcohol and controlled substances history searches (if requested by the employer). If Adventist Health and Rideout has been authorized to perform these services for Marysville Joint Unified School District, the driver must provide the names, addresses and phone numbers of prior companies or truck driving schools for whom the driver has driven and/or tested. If the driver cannot provide this information, then Marysville Joint Unified School District will be contacted to obtain the information required. This does not include any DOT required driver safety performance history as outlined under FMCSA part 391.

If Adventist Health and Rideout performs this service for your company and the driver tests somewhere other than our clinic in Yuba City, CA then a notice will be sent to Marysville Joint Unified School District. This notice will require the driver contact our office to arrange for completion of drug and alcohol history searches. If the driver does not contact our office within 3 business days, Marysville Joint Unified School District will be responsible for this service.

- Copies of drug and alcohol collector and MRO certificates are available upon request within 3 business days.

Marysville Joint Unified School District agrees to:

- Conform to all required regulations as set forth in 49 CFR Part 40, Part 382, 390, 391 and 392.
- **Notify Adventist Health and Rideout Drug Testing immediately upon hiring and termination of any qualified driver.** Each newly hired driver must be evaluated for compliance when hired. Termination notices require date of termination. These notices must be provided in writing.
- Provide Adventist Health and Rideout Drug Testing with the names and phone numbers of each company for whom we "subhaul".
- Pay for services as received. Billing is done on a monthly basis and payment is due upon receipt. **Carrier will be terminated from program if account is 180 days overdue. The carrier will not be eligible for reinstatement.**
- Notify Adventist Health and Rideout Drug Testing in writing when terminating this agreement. Date of termination is required.
- Provide at least 2 days advance notice when requesting required records for State or Federal audits.
- Notify Adventist Health and Rideout Drug Testing in writing of any changes in Company name, address, or contact.
- Marysville Joint Unified School District will provide copies of drug test CCF and alcohol test results when tests are done at locations other than Adventist Health and Rideout Drug Testing Services in Yuba City, CA. Marysville Joint Unified School District will provide copies of drug and alcohol test results when a driver performs tests "outside" of our pool. Carriers are provided with testing forms specific to their company. All drug tests done for Marysville Joint Unified School District should be

done on these forms. All tests done for Marysville Joint Unified School District on Medtox Lab account 33654 are automatically associated with Marysville Joint Unified School District .

- All drivers must have a pre-employment DOT drug test on file at our facility, or Greg Taylor must provide written verification that the driver meets the pre-employment testing exception, and that Marysville Joint Unified School District wishes to add said driver to the random testing program without a pre-employment drug test.
- All requests for changes including but not limited to: driver addition without test, driver termination or disability, company demographic information change, DER change and program termination are required IN WRITING. Information may be faxed, mailed or e-mailed to our office at time of request. Verbal requests will not be accepted.
- Greg Taylor will function as Designated Employer Representative (DER) for Marysville Joint Unified School District . Greg Taylor or other trained supervisor must be available 24 hours per day in case of driver emergency.

Charges:

Marysville Joint Unified School District will pay an initial registration fee of \$125.00. This one time charge covers the company enrollment. If Marysville Joint Unified School District is terminated and reinstatement is requested, then the company will pay a \$50 reinstatement charge in addition to the registration. Company must also pay any past due account balance. Eligibility for reinstatement will be evaluated on a case by case basis, taking Marysville Joint Unified School District 's past history of compliance into consideration. If a company is reinstated, the initial reinstatement charge is \$175.00 plus full payment of any past due balances. An annual renewal fee of \$100.00 will be charged during the first calendar quarter of the year for the upcoming year's participation in the random drug testing program.

Single owner/operators will also pay for their initial pre-employment drug screen and their 1st year of quarterly charges in advance. Owner/operator total initial registration charges will thus total \$225.00. This applies ONLY to single owner/operators (who have no drivers other than the company owner). An annual renewal fee of \$50.00 will be charged during the first calendar quarter of the year for the upcoming year's participation in the random drug testing program.

Marysville Joint Unified School District will be billed \$12.50 per driver per calendar quarter for each calendar quarter of driver enrollment. If Adventist Health and Rideout Drug Testing Services is notified of driver termination after billing, Marysville Joint Unified School District is still responsible for payment for that quarter. This charge covers the cost of random selection, drug and/or alcohol testing at our office, specimen analysis, reporting and MRO services. Collections done at sites other than our office may incur an additional off site collection charge.

Pre-employment, post accident, reasonable suspicion, return to duty and follow-up drug tests will be billed at \$50 each at the time of testing. Follow-up testing compliance will be billed at \$20 per test required. Observed collections as required by the Department of Transportation will be billed at \$20 per test. These charges cover the cost of collection at our office, laboratory specimen analysis, reporting, driver ID/education materials and MRO services. If the company hires a driver and/or adds a driver to the program without benefit of a pre-employment drug test, the company will incur a charge of \$25 per driver at the time of registration/addition. If the MRO reports a positive, adulterated or substituted DOT test and the driver requests the split specimen to be tested, the split test will be billed at \$250.00. The company has the right to seek reimbursement for this cost under part 40.173.

Records searches on each new driver will be performed at time of hire and pre-employment testing. Cost for this service will be \$12.50 per company search. Marysville Joint Unified School District may request (in writing) that this service not be performed, and that Marysville Joint Unified School District will be responsible for performance of this requirement.

Return to duty, reasonable suspicion, follow-up and post accident breath alcohol tests will be billed at \$25 each at the time of testing. This charge covers the cost of testing at our office, reporting and MRO services. Additional EBT confirmation charges, if required, for positive testing will be billed at \$25.00.

If Marysville Joint Unified School District > elects to have drivers tested at facilities other than our Yuba City office, it is Marysville Joint Unified School District 's responsibility to contact our office to locate an acceptable collection site. If a collection site is set up through our office, we will pay any additional collection charges incurred up to \$20 for drug screen collection and \$25 for breath alcohol testing. Any charges over those amounts are the responsibility of Marysville Joint Unified School District .

If <Marysville Joint Unified School District elects to test a driver outside of the "pool" or sends a driver to a collection site that we have not contracted with, Marysville Joint Unified School District will be responsible for all charges from that collection site. Marysville Joint Unified School District will also be responsible for ensuring that all test results (when driver is tested "out of the pool" are provided to our office so that documentation can be made in your company records.

Other charges may be incurred for policy development assistance, Supervisor Training, duplication of records (if previously provided), duplicate educational materials, non-compliance, reinstatement charges or any consultation services that are performed over and above those contained in the consortium services as outlined above. If Marysville Joint Unified School District fails to notify this consortium of driver unavailability and that driver is subsequently selected for random testing, Marysville Joint Unified School District will be billed a compliance surcharge of \$20.00 per test.

Removal from random testing pool:

As a Nationally Accredited Drug Program Administrator, our consortium must ensure compliance with all DOT pool members. If at any time Marysville Joint Unified School District has a documented pattern of non-compliant behavior or actions that are inconsistent with the rules and regulations that are outlined by the DOT or with this testing program Marysville Joint Unified School District shall be removed from the primary random testing pool and added to a pool of their own until Marysville Joint Unified School District can show compliance or services are cancelled. If Marysville Joint Unified School District is removed to their own testing pool they will be held responsible for making the required minimum testing numbers per DOT regulations. Each random test that is completed will be billed to Marysville Joint Unified School District at \$50.00 for drug screen and \$25.00 for EBT.

Marysville Joint Unified School District will be notified of the decision to remove them from the primary random pool in writing and they will be given a time frame in which to change the noncompliance or to terminate services.

Termination of Agreement:

This agreement will be terminated by Adventist Health and Rideout Drug Testing Services if Marysville Joint Unified School District :

- ***Falls to respond to random testing notices as required by 49 CFR Part 40 and Part 382. Notice of failure to respond will be reported to applicable state and federal agencies.***
- ***Falls to follow all regulations as set forth in 49 CFR Part 382 and Part 40.***

- ***Fails to pay charges as outlined in this agreement. Account must be kept current at all times in order to continue service. These accounts will not be eligible for reinstatement.***
- ***Fails to keep the Consortium apprised of current company and driver information. This information is required in order for Adventist Health and Rideout Drug Testing Services to perform the services as outlined in this agreement.***



**Adventist Health and Rideout Drug Testing Services
Participation Agreement
Certificate of Enrollment**

Marysville Joint Unified School District is a member of Adventist Health and Rideout Drug Testing Services random drug and alcohol testing program; as mandated by the Code of Federal Regulations DOT-FMCSA 49 CFR Part 382 for the calendar year 2019. Any questions regarding this carrier's participation in this program may be referred to Adventist Health and Rideout Drug Testing Services at 530 751-4911.

Participation in this program will continue through December 31, 2019, or until either party terminates this agreement with a 15 day written notice of cancellation. Marysville Joint Unified School District's participation in this program will be terminated by Adventist Health and Rideout Drug Testing Services for nonpayment of charges, failure to respond to random testing notices or failure of Marysville Joint Unified School District to follow regulations as set forth in 49 CFR Part 382 and Part 40 and as outlined in the attached Exhibit A.

Notification of testing violations (including refusals to test, positive, substituted or adulterated tests) will be reported to all Primary Carriers (with appropriate authorization) for whom this carrier subhauls as per regulations outlined in 49 CFR Part 382 and Part 40.

Agreed to:

Marysville Joint Unified School District

Mike Hodson

Name of signor

Signature

Date

Adventist Health and Rideout Drug Testing Services

1531 Plumas Court, Suite B-D
Yuba City, CA 95991
530 751-4911 phone
530 751-4914 fax



Name of signor

Signature

Date

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Alcohol and Controlled Substance Records Request Designation Form

Pursuant to 49 CFR, Part 40.25, 382.301(d)(1), 382.405(f), 382.413 and 382.401(b), all "Employers" of drivers/employees or prospective drivers/employees are required to request the following information from previous "Employers". Requirement pertains to the past 3 years from date of hire and/or initial drug test:

- Alcohol tests with a result of 0.04 or higher alcohol concentration;
- Verified positive drug tests;
- Refusals to be tested (including verified adulterated or substituted drug test results);
- Other violations of DOT agency drug and alcohol testing regulations; and
- With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow up tests). If the previous employer does not have information about the return-to-duty process (e.g., an employer who did not hire an employee who tested positive on a pre-employment test), you must seek to obtain this information from the employee.

(This **does not** include any DOT required driver safety performance history as outlined under FMCSA part 391.)

Please select one of the three choices listed below:

_____ Greg Taylor , operating as Marysville Joint Unified School District , functions as a single owner/operator and does not have other employee/drivers other than Greg Taylor .

Or

_____ Marysville Joint Unified School District will be responsible for performance of all required alcohol and controlled substances records searches.

Or

_____ Marysville Joint Unified School District requests that Adventist Health and Rideout Drug Testing Services perform required alcohol and controlled substances records searches for <Marysville Joint Unified School District .

Company representative: Mike Hodson (print name)

_____ (signature)

Date signed: _____

Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P19-02118	AMAZON.COM	Television	01-4410-0004	1,079.24

Location Accounting/Payroll (103)				
P19-02117	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2018-19 SPECIAL ED. ESTIMATED EXCESS PROGRAM COSTS	01-7142-6500	2,779,477.00

Location After School Program (107)				
P19-02285	DELANEY EDUCATIONAL ENTERPRISE	Delaney Book Order /YF/DOB	01-4300-6010	815.18
P19-02296	S & S WORLDWIDE	STARS/Cedar Lane	01-4300-6010	144.99
Total Location				960.17

Location Arboga Elementary (01)				
P19-02120	Pearson Clinical Order Dept.	Colleen O'Rourke/Testing WIAT-III	01-4300-6500	172.88
P19-02121	AMAZON.COM	Wall organizer	01-4300-1100	147.48
P19-02149	SCHOOL SPECIALTY	Round Tables	01-4300-0004	437.65
P19-02156	J.W. PEPPER & SON, INC	MUSIC SUPPLIES/WISEMAN	01-4300-0004	160.13
P19-02189	WOODWIND AND BRASSWIND	MUSIC CLASS/WISEMAN	01-4300-0004	724.19
P19-02199	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0000	1,803.44
			01-4300-0004	11,646.57
P19-02327	ABC SCHOOL EQUIPMENT	Curtains and shades	01-4300-0004	5,299.59
P19-02329	AMAZON.COM	Classroom Supplies/LAGORIO Rm 21	01-4300-0003	62.34
Total Location				20,454.27

Location Browns Valley Elementary (03)				
P19-02161	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	4,516.02
P19-02282	AMAZON.COM	Chromebook screen	01-4300-0003	49.32
Total Location				4,565.34

Location Categorical (203)				
P19-02145	Fedex Freight, Inc.	Freight NAEHCY Conference	01-4300-5630	94.37
P19-02209	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-9010	900.00
Total Location				994.37

Location Cedar Lane Elementary (05)				
P19-02162	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	8,081.29
P19-02175	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	9,058.17

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Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cedar Lane Elementary (05) (continued)				
P19-02201	SCHOOL LIFE	April	01-4300-1100	191.04
P19-02206	Teacher Synergy, Inc. Purchase Order Dept.	Puentes	01-4300-0003	140.06
P19-02318	Evolution Labs	Office	01-5801-1100	4,000.00
			Total Location	21,470.56
Location Charter Academy For Fine Arts (42)				
P19-02169	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	10,458.14
P19-02177	J.W. PEPPER & SON, INC	Music	09-4300-1100	750.00
P19-02198	Herff Jones of Northern CA	Graduation Supplies	09-4300-0000	180.46
P19-02237	Pearson Education	Textbooks - Social Studies	09-4100-0004	23,737.85
P19-02252	AMAZON.COM	Supplies - Yearbook/Newspaper	09-4300-1100	342.03
P19-02306	SACRAMENTO THEATRICAL LIGHTING	Rental	09-5630-0000	500.00
P19-02307	AMAZON.COM	Supplies - Drama	09-4300-0000	90.62
P19-02309	Learning by Design, LLC	PLC Training	09-5801-0004	40,000.00
P19-02311	DICK BLICK COMPANY	Supplies - Art	09-4300-1100	704.80
			Total Location	76,763.90
Location Child Development (51)				
P19-02128	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
P19-02129	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	27.04
P19-02130	ABC SCHOOL EQUIPMENT	Marysville Children's Center Bernie Ridgeway	12-4300-5025	375.68
P19-02135	AMAZON.COM	KWoods Supplies	12-4300-6105	36.78
P19-02136	Edco Awards & Specialties	KWoods Supplies for replacement award	12-4300-6105	38.12
P19-02172	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	40.64
P19-02184	AMAZON.COM	School Age Supplies	12-4300-5025	120.06
P19-02234	CDW-G COMPUTER CENTER	Acrobat Pro 2017	12-5801-6105	245.43
P19-02276	TROXELL COMMUNICATIONS INC	CLE School Readiness Veronica Lepe	12-4300-6105	112.58
			Total Location	1,696.33
Location Community Day School (54)				
P19-02163	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	3,802.96
Location Cordua Elementary (07)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07)				
P19-02125	AMAZON.COM	Cordua Special Education	01-4300-6500	25.96
P19-02138	POSITIVE PROMOTIONS	Cordua Lottery	01-4300-1100	115.82
P19-02164	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	2,852.22
P19-02275	PELTON'S PARTY	Cordua Lottery	01-5630-1100	285.80
P19-02308	CDW-G COMPUTER CENTER	Laptop	01-4410-1100	990.85
P19-02326	AMAZON.COM	Cordua Title 1	01-4200-3010	209.72
P19-02328	TROXELL COMMUNICATIONS INC	Elmo	01-4410-3010	608.37
P19-02361	SCHOLASTIC	CORDUA - TITLE I	01-4300-3010	81.17
Total Location				5,169.91
Location Covillaud Elementary (09)				
P19-02176	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	12,352.05
P19-02232	OFFICE DEPOT B S D	COV Admin supplies	01-4300-1100	97.90
P19-02245	RISO PRODUCTS OF SACRAMENTO	COV Toner	01-4300-3010	405.78
Total Location				12,855.73
Location Custodial Supervisor (206)				
P19-02203	Waxie Sacramento	Vacuum BVS Custodial	01-4320-0000	385.26
Location Dobbins Elementary (11)				
P19-02165	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	1,663.80
Location Edgewater Elementary (12)				
P19-02155	AMAZON.COM	Bonnie Marshall	01-4300-1100	46.54
P19-02158	AMAZON.COM	First Grade	01-4300-0003	359.51
P19-02178	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	10,979.60
P19-02246	AMAZON.COM	Dueñas RSP	01-4300-6500	71.38
P19-02256	TROXELL COMMUNICATIONS INC	Projector, & Headphones	01-4300-1100	941.78
			01-4410-1100	3,283.22
P19-02258	ADVANCED DOCUMENT CONCEPTS	EDG Copier Maint. 18-19 SY	01-5621-1100	500.00
P19-02330	OFFICE DEPOT B S D	Toner	01-4300-1100	293.48
P19-02331	NWN CORPORATION	HP M402dne Printers	01-4300-1100	529.96
Total Location				17,005.47

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13)				
P19-02126	READ NATURALLY	Read Naturally	01-5801-3010	3,800.00
P19-02151	CTM Sound	Sound System	01-6492-1100	24,306.54
P19-02153	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	132.19
P19-02179	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	14,547.97
P19-02192	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	183.36
P19-02194	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	303.00
P19-02200	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	296.57
P19-02204	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	226.25
P19-02212	Spunco Screen Printing	T-Shirts for Chior Program	01-4300-9010	538.23
P19-02284	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	169.49
P19-02291	Boom Learning	Online Membership	01-5801-3010	125.00
P19-02299	Raptor Technologies, LLC	Raptor Badges	01-4300-1100	108.25
P19-02372	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	301.99
P19-02373	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	114.58
P19-02374	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	178.95
P19-02375	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	227.64
P19-02376	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	138.24
P19-02377	Teacher Synergy, Inc. Purchase Order Dept.	Classroom Supplies	01-4300-0003	334.47
P19-02378	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	279.84
Total Location				46,312.56
Location Facilities (66)				
P19-02116	AMAZON.COM	FACILITIES	01-4300-0000	27.56
P19-02132	WAYNE NEAULT CONSTRUCTION	8191-MHS South Auditorium Project	01-6210-0010	295,305.00
P19-02152	WARREN CONSULTING ENGINEERS, INC.	8195: Edgewater Portable Project	25-6222-0000	8,500.00
P19-02264	Jack E. Campbell Inspections	8159-MHS Ag Mechanics Modernization	01-6240-6387	48,600.00
P19-02357	APPEAL DEMOCRAT	8191-MHS South Aud Advertisement to Bid	01-5890-0010	673.32
P19-02379	Mid Pacific Engineering, Inc.	8191-MHS South Auditorium Concrete Sampling	01-6230-0010	1,065.00
Total Location				354,170.88
Location Foothill Intermediate (35)				
P19-02131	PERMA BOUND	Library	01-4200-3010	5,195.47

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35) (continued)				
P19-02180	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	5,489.80
P19-02208	AMAZON.COM	FHS - Chromebook Screen	01-4300-3010	41.12
P19-02229	VERIZON WIRELESS	iPad 9.7 inch Kathleen Hansen 530-701-7371	01-4300-1100	557.05
P19-02253	WOODWIND AND BRASSWIND	Music Supplies	01-4300-0004	449.51
P19-02302	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4410-3010	1,131.21
P19-02303	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	2,744.90
P19-02304	CDW-G COMPUTER CENTER	Laptop	01-4410-1100	990.85
P19-02332	AMAZON.COM	Lanterns / White Board	01-4300-1100	1,397.35
P19-02333	AMAZON.COM	Domino Sets - Cowan	01-4300-3010	25.33
Total Location				18,022.59

Location Grounds (65)				
P19-02112	RICHARDS TREE SERVICE	Grounds	01-5801-8150	5,500.00
P19-02354	RICHARDS TREE SERVICE	Grounds/ Cedar Lane	01-5801-0000	500.00
Total Location				6,000.00

Location Indian Education (108)				
P19-02119	Sarah Suzzana Rae Chisholm	High School Units	01-5801-4510	150.00

Location Instruction (IMC) (110)				
P19-02202	OFFICE DEPOT B S D	Office Supplies	01-4300-0000	319.76
P19-02281	YOUTH DEVELOPMENT NETWORK	YDN- Strengths Development	01-5801-0004	5,000.00
Total Location				5,319.76

Location Johnson Park Elementary (15)				
P19-02181	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	9,881.64
P19-02238	Spunco Screen Printing	Shirts for staff	01-4300-1100	97.43
P19-02244	Kader Camp, Inc.	Assemblies throughout the year	01-5801-0003	2,852.60
P19-02269	PERMA BOUND	Books	01-4200-3010	4,137.89
P19-02300	AMAZON.COM	Book shelf	01-4300-1100	353.11
Total Location				17,322.67

Location Kynoch Elementary (17)				
P19-02143	AMAZON.COM	RM 9 HEADPHONES	01-4300-3010	248.98
P19-02144	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 4 LAKESHORE ORDER	01-4300-0003	51.94

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P19-02148	MCGRAW-HILL SCHOOL EDUCATION	Music Supplies	01-4300-0004	4,111.53
P19-02166	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	16,637.95
P19-02195	APPLE COMPUTER INC	iPads 128GB	01-4300-0004	895.49
P19-02279	AMAZON.COM	CRICUT AND SUPPLIES	01-4300-0004	422.61
P19-02312	KING CLOTHING	STAFF SHIRTS FOR SPIRIT DAY EACH WEEK	01-4300-0004	913.22
Total Location				23,281.72
Location Linda Elementary (19)				
P19-02167	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	16,637.95
P19-02235	AMAZON.COM	iPad Covers Apple Model #A1474	01-4300-0003	86.55
Total Location				16,724.50
Location Lindhurst High (43)				
P19-02147	BSN SPORTS	Athletic Supplies/Girls Basketball	01-4300-0000	2,523.29
P19-02168	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	30,661.37
P19-02205	Pearson Education	Health Books	01-4100-0004	3,034.43
P19-02221	Adobe Systems Incorporated	Adobe Creative Cloud	01-5801-0003	2,460.00
P19-02227	AMAZON.COM	Ribbon for Datacard	01-4300-0000	340.99
P19-02236	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	52.16
P19-02248	MAC'S APPLIANCE PARTS AND SERVICE	Culinary Repairs	01-5801-0000	227.25
P19-02249	MAC'S APPLIANCE PARTS AND SERVICE	Culinary Repairs	01-5801-0000	102.50
P19-02250	MAC'S APPLIANCE PARTS AND SERVICE	Culinary Repairs	01-5801-0000	40.00
P19-02251	MAC'S APPLIANCE PARTS AND SERVICE	Culinary Repairs	01-5801-0000	40.00
P19-02268	Ripple Effects, Inc.	Ripple Effects License	01-5801-0003	4,751.60
P19-02270	AMAZON.COM	Classroom Supplies/Sleigh-Garcia	01-4300-0004	56.27
P19-02271	AMAZON.COM	Classroom Supplies/Fritzing	01-4300-0003	145.39
P19-02278	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Supplies/Athletic Trainer	01-4300-0000	323.67
P19-02283	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh-Garcia	01-4300-0004	426.72
P19-02286	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	229.40
P19-02295	Eldridge Publishing Co Inc	Spring Play	01-5801-0000	325.87
P19-02305	THE TREE HOUSE	Classroom Supplies/Toner	01-4300-0003	3,034.14
P19-02313	National Sports Products	Athletic Supplies/Baseball	01-4300-0000	899.59

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P19-02315	SCHOOL SPECIALTY	Office Chair	01-4410-0000	528.26
P19-02316	PIAZZ PARTY RENTAL	Graduation Chair Rentals	01-5630-0000	820.00
			Total Location	51,022.90
Location Loma Rica Elementary (21)				
P19-02124	MIDAMERICA BOOKS	AR Books	01-4200-3010	481.98
P19-02182	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	2,744.90
P19-02239	Warren Cook	Aerial Photo	01-4300-1100	150.00
P19-02243	STARFALL	Starfall for Student Ipad	01-4300-6500	70.00
P19-02301	TROXELL COMMUNICATIONS INC	Short Throw Projector and mount	01-4410-3010	1,212.40
			Total Location	4,659.28
Location Maintenance (63)				
P19-02113	IDN-Wilco	Maintenance	01-4410-8150	2,471.43
P19-02114	TWIN CITIES TREE SERVICE	Grounds/Maint/Cordua School	01-5801-8150	15,000.00
P19-02115	RICHARDS TREE SERVICE	Grounds/Maint/Linda School	01-5801-8150	7,900.00
P19-02214	Johnson Controls, Inc.	Maintenance	01-4300-8150	3,112.40
P19-02215	Carrier Corporation	Maintenance/stock/MMcCall	01-4300-8150	654.10
P19-02216	Carrier Corporation	Maintenance/LHS	01-5642-8150	1,552.50
P19-02217	GOLDEN BEAR ALARMS	Maintenance/MCAA/Covillaud Preschool	01-5801-8150	370.00
P19-02218	THRIFTY-ROOTER-PUMPING	Maintenance/Linda	01-5801-8150	75.00
P19-02219	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/FOOTHILL FILTER PERMIT 2019	01-5890-8150	155.82
P19-02220	Direct Digital Controls, Inc.	Maintenance/LHS	01-5642-8150	1,174.60
P19-02273	John Burger Heating & Air Conditioning, Inc.	Maintenance/Cordua	01-6500-8150	17,690.00
P19-02274	JEFF HUBER CONSTRUCTION	Maintenance/Covillaud	14-5801-0000	8,550.00
P19-02336	KYA Services, LLC	Maintenance/LHS P203	14-5642-0000	5,103.57
P19-02337	Wike Restoration Inc.	Maintenance/MHS Pool	01-5801-8150	2,500.00
P19-02338	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/MHS Pool	01-5801-8150	400.00
P19-02339	KYA Services, LLC	Maintenance/Yuba Gardens Room P207	14-5642-0000	5,576.47
P19-02340	KYA Services, LLC	Maintenance/MHS M8/M6	14-5642-0000	2,031.58
P19-02342	The Garland Company, Inc	Maintenance/stock	01-4300-8150	1,966.32
P19-02343	Carpet II Inc. DBA Premier Floors	Maintenance/Linda Room P10	14-5642-0000	5,042.62

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P19-02344	Carpet II Inc. DBA Premier Floors	Maintenance/Linda Room P11	14-5642-0000	5,042.62
P19-02345	Carpet II Inc. DBA Premier Floors	Maintenance/Ella Room P106	14-5642-0000	4,968.29
P19-02346	Carpet II Inc. DBA Premier Floors	Maintenance/Ella Room P107	14-5642-0000	4,968.29
P19-02347	Carpet II Inc. DBA Premier Floors	Maintenance/Ella Room P109	14-5642-0000	4,968.29
P19-02348	Carpet II Inc. DBA Premier Floors	Maintenance/Linda Room P9	14-5642-0000	5,042.62
P19-02349	Carpet II Inc. DBA Premier Floors	Maintenance/Linda Room P8	14-5642-0000	5,042.62
P19-02352	KYA Services, LLC	Maintenance/Linda Room 109	14-5642-0000	6,637.42
P19-02353	KYA Services, LLC	Maintenance/LHS Social Science	14-5642-0000	3,241.13
P19-02355	KYA Services, LLC	Maintenance/Linda ES Room 114	14-5642-0000	6,250.37
Total Location				127,488.06
Location Marysville High (45)				
P19-02097	AMAZON.COM	Coffee Urns/student incentives	01-4300-0000	194.83
P19-02139	ELITE UNIVERSAL SECURITY	Security at Football Game	01-5801-0000	370.50
P19-02140	Bi-County Ambulance Service	Bi-County Ambulance	01-5801-0004	450.00
P19-02141	Bi-County Ambulance Service	Bi-County Ambulance	01-5801-0004	475.00
P19-02142	Bi-County Ambulance Service	Bi-County Ambulance	01-5801-0004	225.00
P19-02146	AMAZON.COM	Room Z	01-4300-0000	16.87
P19-02150	CENGAGE LEARNING	Vet Assisting Textbooks	01-4200-0004	665.16
P19-02154	ADA BADMINTON & TENNIS	PE Equipment	01-4300-0004	94.51
P19-02159	GOPHER SPORT	PE Equipment	01-4300-0004	1,030.23
P19-02160	AMAZON.COM	PE Equipment	01-4300-0004	662.06
P19-02196	ELITE UNIVERSAL SECURITY	Security at Football Game	01-5801-0000	390.00
P19-02207	EI Central Cafe	Teacher Workday Lunch	01-4300-0000	390.00
P19-02210	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies	01-4300-0004	207.60
P19-02211	AMAZON.COM	Folders	01-4300-0000	14.06
P19-02230	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	14.06
P19-02255	CrowdControlStore.com	Stanchions	01-4300-0000	6,556.36
P19-02272	JORGENSEN SPORTS SERVICE	Winter Officials	01-4300-0004	18,422.23
			01-4300-0004	949.86
			01-5801-0000	16,073.00

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P19-02368	MEDCO SUPPLY COMPANY	Medical Supply	01-4300-0004	831.20
P19-02369	SANDERS PUMP & IRRIGATION	Ag Mech Supplies	01-4300-0004	600.00
P19-02370	MEDCO SUPPLY COMPANY	Software	01-5801-0004	250.00
P19-02381	PELTON'S PARTY	Graduation Chairs	01-5630-0000	500.00
Total Location				49,382.53
Location McKenney Intermediate (37)				
P19-02134	Jones School Supply Co., Inc.	AWARDS	01-4300-1100	456.97
P19-02137	AMAZON.COM	ANDERSON	01-4300-1100	54.07
P19-02170	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	12,121.94
P19-02226	North State Screenprinting	STAFF SHIRTS	01-4300-1100	1,373.74
P19-02310	Learning by Design, LLC	Professional Development	01-5801-3010	15,000.00
Total Location				29,006.72
Location Nutrition Services (73)				
P19-02111	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	11,279.94
P19-02186	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	9,754.48
P19-02223	Bay State Milling	Direct Order for Warehouse Inventory	13-9325-5310	2,625.00
P19-02224	Asian Food Solutions	Yakisoba Noodles - Special Pricing	13-9325-5310	1,920.00
P19-02289	Country Pure Foods	V Blend Juice Direct to Warehouse	13-9325-5310	30,114.00
P19-02319	JENNIE-O-TURKEY STORE	Direct Order for Warehouse Inventory	13-9325-5310	8,023.91
P19-02320	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	4,706.64
P19-02321	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	5,005.36
P19-02322	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	852.00
P19-02323	Tri-L Mandarin	Mandarins for Distribution to Kitchens	13-4716-5310	12,000.00
P19-02324	Matt Upton, Speaking of Success	Dept. Training per attached Inv. 081018	13-5801-5310	3,600.00
P19-02356	EMPORIUM	National School Breakfast Week Posters	13-4300-5310	150.69
P19-02364	BIG TRAY	Energy Star Grant Ovens, JPE OLV MCK	13-6492-5314	26,548.31
P19-02365	BIG TRAY	Energy Star Oven for Kitchen	13-6492-5310	8,767.69
P19-02366	The Hillshire Brands Co.	Directo Order for Warehouse Inventory	13-9325-5310	6,795.56
Total Location				132,143.58
Location Olivehurst Elementary (25)				

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Olivehurst Elementary (25)				
P19-02127	SCHOLASTIC LIBRARY PUBLISHING	Mind Up Curriculum	01-4300-0003	65.92
P19-02133	Decker Equipment/School Fix	Chair Stacker	01-4300-0004	241.76
P19-02171	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	12,121.94
P19-02187	AMAZON.COM	What Great Teachers Do Differently	01-4300-0004	616.70
P19-02213	PLANK ROAD PUBLISHING, INC	Music Supplies	01-4300-0003	179.41
			01-4300-0004	108.79
Total Location				13,334.52

Location Print Shop (67)				
P19-02267	INLAND BUSINESS SYSTEMS	Print Shop Copier Maint. 18-19 SY	01-5621-0000	14,000.00

Location Pupil Services (202)				
P19-02280	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	1:1 Para Ed Services	01-5801-6500	12,647.29
P19-02287	NCS PEARSON, INC.	Q Interactive Speech Assessments - Hilary D.	01-5801-6500	42.00
P19-02288	NCS PEARSON, INC.	BOT-2 Online Scoring	01-5801-6500	43.30
P19-02290	VERIZON WIRELESS	Samsung Galaxy S8 Jas Gill New Line	01-4300-3327	57.42
P19-02292	VERIZON WIRELESS	iPhone 8 64 GB Carmen Dudek 530-682-7055	01-4410-0000	199.49
P19-02293	VERIZON WIRELESS	iPhone 8 64 GB Amanda Deardorff 530-812-5362	01-4410-0000	199.49
P19-02294	VERIZON WIRELESS	iPhone 8 64 GB Sheryl Scotten 530-682-9433	01-4410-0000	199.49
P19-02298	TLC Child & Family Services	Non-Public School 18-19	01-5860-6500	13,509.06
P19-02371	EVAC+CHAIR NORTH AMERICA LLC	Ella Building C - (2 Story Building)	01-4410-1100	1,678.34
P19-02380	Mellwain Mobility Solutions	Viking Battery Pack/Sling	01-4300-0000	932.90
Total Location				29,508.78

Location Purchasing (104)				
P19-02122	THE TREE HOUSE	Toner for printer	01-4300-0000	250.31
P19-02335	PITNEY BOWES SUPPLIES OPERATIONS	Mailroom Supplies	01-4300-0000	506.98
P19-02363	EGP Business Solutions	Tax Forms	01-4300-0000	956.06
Total Location				1,713.35

Location South Lindhurst (47)				
P19-02183	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0004	3,842.86
P19-02188	SUTTER BUTTES COMMUNICATIONS	SLHS Radios	01-4300-6690	968.06

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)			Total Location	4,810.92
P19-02225	YUBA SUTTER REGIONAL ART COUNCIL	Paint for MHS Tunnel for student safety	01-4300-0000	385.50
P19-02259	AMAZON.COM	Discipline and SpEd	01-4300-0000	189.44
P19-02260	SUTTER BUTTES COMMUNICATIONS	Safety radios for Arboga Elementary	01-4300-0000	968.06
Total Location				1,543.00
Location Technology (102)				
P19-02157	CDW-G COMPUTER CENTER	Tech Chromebooks	01-4410-0000	7,522.40
P19-02185	CDW-G COMPUTER CENTER	Esna Cloudlink	01-5801-0000	14,250.00
P19-02222	HORIZON SAFETY DISTRIBUTING	Coveralls	01-4300-0000	107.01
P19-02233	CDW-G COMPUTER CENTER	Board Room Equipment	01-4300-0000	278.16
P19-02247	TEC-COM	Tec-Corn Cables	01-4300-0000	3,264.17
Total Location				25,421.74
Location Transportation (69)				
P19-02240	L & T Towing	TRANSPORTATION	01-5801-0230	5,000.00
P19-02265	FREMONT-RIDEOUT COMP CLINIC & DRUG TESTING	Transportation Drug Screens	01-5801-0230	4,000.00
P19-02358	BEN TOILET RENTALS	18/19 Foothill School Toilet Rental	01-5630-0230	1,000.00
P19-02362	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION	01-5801-0240	108.00
Total Location				10,108.00
Location Warehouse (71)				
P19-02228	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	4,525.06
P19-02241	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	701.46
P19-02242	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 18-19 SY	01-9320-0000	224.08
P19-02254	US GAMES	Warehouse Stock 18-19 S.Y.	01-9320-0000	720.95
P19-02261	THE TREE HOUSE	WHS Stock 18-19 SY	01-9320-0000	853.55
P19-02262	SEHI COMPUTER PRODUCTS, INC.	WHS Stock 18-19 SY	01-9320-0000	938.96
P19-02263	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	182.67
P19-02277	SHADD JANITORIAL SUPPLY	Warehouse Stock 2018-19 S.Y.	01-9320-0000	236.91
P19-02297	CASH & CARRY	Warehouse Stock 2018-19 S.Y.	01-9320-0000	132.82
P19-02314	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	163.15
Total Location				8,679.61

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Includes Purchase Orders dated 12/01/2018 - 01/01/2019

Board Meeting Date January 22, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Feather K-6 (29)				
P19-02173	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	3,802.96

Location Yuba Gardens Intermediate (39)				
P19-02123	UNION LUMBER COMPANY	Dremel Tool / Roe	01-4300-9010	454.64
P19-02174	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-0004	20,440.91
P19-02190	TFD Unlimited, LLC	BOWMAN/GATES	01-4300-0003	119.08
P19-02191	GREAT LAKES SPORTS	TRIPHAN/GATES	01-4300-1100	154.51
P19-02193	B & H PHOTO	Bulbs	01-4300-0003	58.31
P19-02197	AMAZON.COM	BRAGG/GATES	01-4300-1100	178.49
P19-02231	NWN CORPORATION	HP M402dne Printers	01-4300-3010	883.27
P19-02257	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	4,954.24
P19-02325	PCE Solutions	JONES/GATES	01-4300-6690	862.94
P19-02334	AMAZON.COM	YLST/GATES	01-4300-1100	142.81
P19-02341	CLOSE LUMBER	ROE/GATES	01-4300-0003	10.74
P19-02350	AMAZON.COM	BOWMAN/GATES	01-4300-0003	81.22
P19-02351	AMAZON.COM	MULTI/TEACHERS	01-4300-0003	171.58
P19-02367	SUTTER BUTTES COMMUNICATIONS	WISE/GATES	01-5641-6690	473.91
Total Number of POs			Total Location	28,986.65
			268	
			Total	3,971,261.59

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	221	3,690,150.03
09	Chtrr Schs	8	66,305.76
12	Child Dev	9	1,696.33
13	Cafeteria	15	132,143.58
14	Def Maint	14	72,465.89
25	Cap Fac	1	8,500.00
Total			3,971,261.59

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00258	5,650.00	01-5582	Gen Fund/Pest Contr	565.00
P19-00337	3,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00346	5,000.00	01-5890	Gen Fund/Other Serv	2,500.00
P19-00538	4,500.00	01-4300	Gen Fund/Mat&Suppli	2,500.00
P19-00613	30,000.00	01-4361	Gen Fund/Fuel	20,000.00
P19-00649	82,000.00	13-4717	Cafeteria/FoodPurcSch	40,000.00-
P19-01136	2,817.16	01-4300	Gen Fund/Mat&Suppli	161.41-
P19-01177	250.00	01-4300	Gen Fund/Mat&Suppli	50.00
P19-01214	3,768.58	01-4410	Gen Fund/Equip NonC	1,380.19-
P19-01394	292.10	01-4300	Gen Fund/Mat&Suppli	51.77-
P19-01834	3,172.85	01-4200	Gen Fund/Oth Ref Bk	81.10-
P19-01839	1,475.04	01-4410	Gen Fund/Equip NonC	184.03
P19-01903	307.08	01-4200	Gen Fund/Oth Ref Bk	708.35-
P19-01912	34.69	12-4300	Child Dev/Mat&Suppli	2,686.69-
P19-01923	216.47	01-4300	Gen Fund/Mat&Suppli	66.47
P19-02006	63.83	01-4300	Gen Fund/Mat&Suppli	23.24
Total PO Changes				18,680.77-

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Marysville Joint Unified School District

**1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES \$60,000 AND UNDER

THIS CONTRACT made and entered into on January 22, 2019 (Insert Board meeting date or ratification date), by and between L & H Airco, hereinafter called the CONTRACTOR and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the DISTRICT.

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

1. The CONTRACTOR shall furnish labor and materials to the DISTRICT in accordance with the Terms & Conditions set forth in ATTACHMENT B hereof and incorporated herein by this reference and any specifications attached for a total contract price of:
Forty Two thousand Eight hundred Forty Two and No /100 Dollars (\$ 42,842.00)
(MAY NOT EXCEED \$60,000) – to be paid in full within thirty (30) days after completion and acceptance.
2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C10 (add applicable to trade).
3. (Check contractor license classification appropriateness at:
http://www.cslb.ca.gov/About_Us/Library/Licensing_Classifications/
and contractor license status at:
<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).
4. This contract shall commence upon Board approval as of January, 23, 2019. (insert date after Board approval date or ratification date) with work to be completed within Ninety (90) consecutive days and/or by , 2019.
5. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)
 - Refer to ATTACHMENT J, attached hereto (insert or attached proposal must state at prevailing wage for all services \$1,000 or above but not to exceed \$60,000)

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Business Services Department

Approval: [Signature]

Date: 1/21/19



Marysville Joint Unified School District

NONCOLLUSION AFFIDAVIT

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

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

X	Noncollusion Affidavit	OF	ATTACHMENT G – Withholding Exemption Certificate – CA Form 590
	ATTACHMENT A – Contractor Certification Form	OF	ATTACHMENT H – W9 Form
X	ATTACHMENT B – Terms and Conditions (5 pages)	OF	ATTACHMENT I – Certificate of Insurance and Additional Insured Endorsement
	ATTACHMENT C – Contractor's Certificate Regarding Workers' Compensation	X	ATTACHMENT J – Scope of Work
X	ATTACHMENT D – Criminal Background Investigation/Fingerprinting Certificate	X	ATTACHMENT K (If \$25,000 or greater) – Labor and Material Payment Bond
X	ATTACHMENT E – Prevailing Wage and Related Labor Requirements Certification	X	ATTACHMENT L (If \$25,000 or greater) – Performance Bond
X	ATTACHMENT F – Proof of Contractor Annual Registration with DIR		Purchase Order No. _____

TYPE OF BUSINESS ENTITY

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other

TAX IDENTIFICATION

81-2958790
 Employer Identification Number

License No: 591093 Classification: C10 Expiration Date: 9/30/2020

(District Use Only: License verified by Julie Brown Date: 1/8/2019)
 Fill at time of preparation – DISTRICT STAFF ONLY

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

Contractor Name: L&H Airco

Contractor Address: _____
2530 Warren Drive
Rocklin, CA 95677

Phone: 916-677-1000
 Email: kevinb@lhairco.com

Print Name: Jake Garcia

Title: VP Sales

Authorized Signature: _____

District Acceptance: _____
 Michael Hodson, Assistant Superintendent of Business Services

Date: _____
 Board Approval Date



Marysville Joint Unified School District

ATTACHMENT A

CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

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

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

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

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

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

Name(s) of employee(s):

Name(s) of employee(s):

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

Dated: _____ L&H Airco _____ (Company)

_____ (Authorized Signature)

_____ (Print Name)

_____ (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B

TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

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

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

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

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

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

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he



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will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

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

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

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

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his

contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

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

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

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

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

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



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Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

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

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

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

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

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit

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contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

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

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

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

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

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

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

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect



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

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

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

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

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

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

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

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

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

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

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to California Uniform Public Construction Cost Accounting Act (CUPCAA) bid regulations. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall



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have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

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

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

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

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

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, Revised 02-28-2017

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

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

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

ARTICLE 22. PAYMENT AND RETENTION (Only applicable if contract amount is \$25,000 or greater): The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed. The value of the Work completed shall be Contractor best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete. The remaining five percent (5%) of payment will be released the District to the Contractor upon full completion of the Work.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED January 23, 2019
(insert date after Board approval date or ratification date)
consisting of Article 1 through Article 21



Marysville Joint Unified School District

ATTACHMENT C

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

A handwritten signature in black ink, appearing to read "Jake Garcia", is written over a horizontal line.

Signature, Contractor's Authorized Representative

Jake Garcia

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

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT D

CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

PROJECT NAME OR CONTRACT NO.: Yuba Gardens BACtalk Retrofit between the Marysville Joint Unified School District ("District" or "Owner") and L&H Airco ("Contractor" or "Bidder").

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

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

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

☒ The Contractor has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees have been convicted of a felony as defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

Name: _____

Title: _____

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

ATTACHMENT D Continued on Next Page



Marysville Joint Unified School District

ATTACHMENT D Continued

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS


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

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

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

 Other, describe:

DISTRICT

Signature:  Title: Director Buildings & Grounds Date: 1/11/19
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

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

(Remainder of page left blank intentionally)



Marysville Joint Unified School District

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.: Yuba Gardens BACtalk Retrofit
between Marysville Joint Unified School District (the "District" or the "Owner") and
L&H Airco (the "Contractor" or the "Bidder").

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

Date: 1/11/2019

Proper Name of Contractor: L&H Airco, LLC

Signature: 

Print Name: Jake Garcia

Title: VP Sales

(Remainder of page left blank intentionally)

CA
Department of
Industrial Relations

Press room Índice en español Settings

Attachment F

Home

Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Search

Public Works

Public Works Contractor (I

Enter at least one search criteria to display reg
Note: Search results will display all of the publ
Make sure the proper registration fiscal year is

Registration Fiscal Year: 7/1/2018 - 6/30/2019

PWC Registration Number: example: 1234567890

Contractor Legal Name: L&h

License Number: example: 123456 Contractor License Lookup

County: Select County

Search Reset

1000045587 Contractor Details

Contractor Information

Legal Name
L&H AIRCO, LLC

Trade Name
L&H AIRCO

License Number(s)
CSLB:591093

Mailing Address
2530 WARREN DRIVE
ROCKLIN, CA 95677

Physical Address
2530 WARREN DRIVE
ROCKLIN, CA 95677

Email Address
CHERYLB@LHAIRCO.COM

Legal Entity Information

Workers' Compensation

Legal Entity Type
LIMITED LIABILITY COMPANY

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

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	L&H AIRCO, LLC	1000045587	PLACER	ROCKLIN	CSLB:591093	Active	06/14/2018	06/30/2019

v2.20180928

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L&HAIRC-04

KSUDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2018

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

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

PRODUCER Vitas Insurance Agency 231 Cherry Ave. Auburn, CA 95603	CONTACT NAME:		PHONE (A/C, No, Ext): (530) 823-3733	FAX (A/C, No): (530) 823-3640
	E-MAIL ADDRESS: info@vitasinsurance.com			
INSURED L & H Airco, LLC dba L & H Airco 2530 Warren Dr Rocklin, CA 95677	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Travelers Indemnity Company of CT			25682
	INSURER B : Travelers Property Casualty Insurance Company			36161
	INSURER C : Travelers Property Casualty Company of America			25674
	INSURER D : Insurance Company of the West			27847
	INSURER E :			
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO-0633C35A-TCT-18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-4213L517-TIL-18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3J100480-18	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WPL5020834-06	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			QT-660-2D683202-TIL-18	04/01/2018	04/01/2019	off site operations 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All California Operations

Marysville Joint Unified School District, and their elected and appointed officials, employees, agent and volunteers are included as additional insured with respect to general liability per the attached CGD2460805 endorsement and automobile liability per the attached CAT3530215 endorsement. General liability insurance is primary and non-contributory per the attached CGD2460805 endorsement. A waiver of subrogation applies to the general liability per the attached CGD3161111 endorsement, automobile liability per the attached CAT3530215 endorsement, and workers' compensation per the attached WC990634 endorsement. Cancellation provisions are included per the attached ILT010107 endorsement.

CERTIFICATE HOLDER

CANCELLATION

Marysville Joint Unified School District Purchasing Department Attn: Kathy Cartwright 1919 B Street, Room 106 Marysville, CA 95901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Attachment J

Alerton Controls Proposal



L&H AIRCO

2530 WARREN DRIVE
ROCKLIN, CA 95677
MAIN (916) 677-1000
SERVICE (916) 677-1010
FAX (916) 677-1111
CC LICENSE 591093
WWW.LHAIRCO.COM

BID DATE: **January 7, 2019**
PROJECT: **Yuba Gardens School BACtalk Retrofit**
LOCATION: **1964 11th Ave, Olivehurst, CA 95961**
TO: **Marysville Joint Unified School District**
ATTN: **Matt McCall**

QUOTE #: 3952R

As specified per the job walk on October 25th, 2018. We propose to remove the Siemens Energy Management components from the Library and Gymnasium roof top package units and install an Alerton Energy Management System per District Standards. The Alerton EMS global controller will be installed in the Gymnasium Building for ease of future migration of all existing buildings HVAC. The Alerton EMS can also be utilized to control indoor and outdoor lighting utilizing the BlueRidge lighting controls in the future.

Note: All installation labor to occur during normal business hours (Monday thru Friday, 7:00 AM to 4:00 PM).

GENERAL - DESCRIPTION TO INCLUDE:

- Alerton Global Controller, temperature control panel, hub and patch cable
- Site will be loaded on the Districts Alerton Server
- CEC approved Economizer Fault Detection and Diagnostics (FDD) system
- Automated Demand Response (ADR) capabilities
- Reuse existing conduit raceways for communication wire
- Overhead communication wire maybe reused if found to be in compliance with the BACnet Standard
- Room sensor, supply air, and current sensor wire shall be replaced
- Outdoor air sensor and wire
- Install per code
- Control system started and checked out for a complete and fully functional system
- Programming, Graphics, and Engineering As-Built drawings and O&M manual
- Customer shall retain all Siemens parts
- 1 year warranty
- Fingerprinting Live Scan
- Customer training at the L&H Airco training center
- Performance bond

Library Building - DESCRIPTION TO INCLUDE:

- Interface with AC-1T Carrier BACnet Card, currently this unit is not communicating with the Siemens EMS
- Provide and install (2) Alerton field device
- Provide and install (2) Alerton room sensors
- Provide and install (2) 10k supply air sensors
- Provide and install (2) Current sensors to monitor fan status
- Reuse existing Occupancy sensors and wire, it is assumed these are in working condition
- Reuse the existing Belimo economizer and return air damper actuators
- Reuse all Exhaust fan interlocks, current sensors and wiring
- Provide and install (1) BACnet router, transformer, and patch cable
- Provide and install (2) Nema 3R enclosures

Gymnasium Building - DESCRIPTION TO INCLUDE:

- Provide and install (4) Alerton field device
- Provide and install (4) Alerton room sensors
- Provide and install (4) 10k supply air sensors
- Provide and install (4) Current sensors to monitor fan status
- Reuse existing Occupancy sensors and wire, it is assumed these are in working condition
- Reuse the existing Belimo economizer and return air damper actuators
- Reuse all Exhaust fan interlocks, current sensors and wiring
- Provide and install (4) Nema 3R enclosures



L&H AIRCO

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FAX (916) 677-1111
CC LICENSE 591093
WWW.LHAIRCO.COM

EXCLUSIONS:

- Repair and troubleshooting Library AC-1T Carrier BACnet Card, unit is currently not communicating to the Siemens EMS. Carrier BACnet card replaced by the District
- Providing or installing any occupancy sensors or door switches
- Providing or installing any motor starters, disconnects, access doors or variable frequency drives
- Providing or installing any dampers (i.e. economizer, manual, fire/smoke, etc...)
- Providing, installing or interlocking any smoke detectors (i.e. fire/smoke, unit duct, etc...)
- Providing or installing any economizer actuators or economizer controls
- Any trenching, backfilling or underground conduit
- Any Ethernet network connections
- Any integration of security, life safety, lighting, receptacle control, fire alarm, or power monitoring
- Any work with the fire alarm system, fire/smoke dampers (FSD) or FSD test switches
- Any 120 VAC power wiring
- Any HVAC or equipment start up
- Any air or water test and balancing
- Any asbestos or lead abatement
- Any roof jacks, roof penetrations or associated work
- Any cutting, coring, painting or patching
- Any permits or other fees
- Any labor performed outside normal business hours
- Any work not mentioned above

Control System Price:\$ 42,842.00

Terms and Conditions: See attached sheet

Date: 1/7/2019

Name: Kevin Bender

Title: Service Engineer

Accepted By: _____
Signature

Company Name: _____

California License #591093
Department Industrial Relations #1000045587
C-10, C-20 EXP: 9/30/2020

Print Name Title Date

ENERGY MANAGEMENT

SPECIALTY EQUIPMENT

PARTS & SERVICE

66

**L&H AIRCO**

2530 WARREN DRIVE
ROCKLIN, CA 95677
MAIN (916) 677-1000
SERVICE (916) 677-1010
FAX (916) 677-1111
CC LICENSE 591093
WWW.LHAIRCO.COM

L&H Airco LLC
dba: L&H Airco

Control System Terms & Conditions

1. Net 30 days, subject to credit approval and all existing accounts are current. We will prefill all projects. A joint check or other payment method may be required based on payment history. Quotation is valid for 30 days. Late payments will be subject to a finance charge of 1 1/4 % per month or the maximum legal rate, whichever is less on the overdue amount until paid. A purchase order/subcontract reflecting these terms and conditions and referencing our scope of work as outlined on our proposal must be received prior to the compilation of submittals. No work or engineering will begin until credit is approved.
2. The proposed price does not include any bonds or subrogated insurance certificates. If either of these is required there will be an adjustment in the price quoted to reflect these costs. If a bond is requested, the payment for the bond must be made when the bond is furnished.
3. The proposed price includes the necessary labor, conduit and wire as specified and any applicable sales taxes unless otherwise stated.
4. L&H Airco requires two (2) sets of construction plans, one (1) set of specifications, and equipment submittals with wiring diagrams for all the equipment that we will be controlling. Submittals will be available within 6 weeks after receipt of this required information.
5. Dampers, if included above, will not be ordered until contractor confirms sizes.
6. L&H Airco shall not be responsible or held liable for any special, indirect, consequential, and liquidated and/or punitive damages.
7. In the event the work is suspended, delayed or interrupted by the acts or failure to act on the part of the purchaser or other contractors on the project the purchaser shall make an equitable adjustment in the contract price and the time for completion of the work will be extended appropriately.
8. Warranty - L&H Airco warrants the complete installation for 1 year or per the contract requirements unless otherwise stated on the scope of work.
9. Change Orders - Without invalidating the contract, the purchaser may order changes in the work by altering, adding to or deducting from the work, or to add correlated work not covered by the contract, or to make provision for changed conditions of this contract. All such changes in the work shall be authorized by written change order and shall be approved by both parties. If any such revision necessitates a price adjustment, the contract will be amended accordingly.
10. Limitation of Liability - Except for liquidated damages which, if applicable to this contract and agreed to by L&H Airco, are limited herein to a cumulative total of 10% of the contract price, L&H Airco's liability on all claims of any kind (excluding death or bodily injury); whether based on contract, indemnity, warranty, tort (including negligence) strict liability or otherwise for all losses or damages arising out of, connected with, or resulting from this order, or from the performance or breach thereof, or from any equipment or services covered by or furnished under this order or any extension or expansion thereof (including remedial warranty efforts), shall in no case exceed the contract price. Except as to title all such liability shall terminate upon the expiration of the warranty period. This limitation of Liability shall prevail over any conflicting or inconsistent provision contained in any item or document, which compromises the contract. The remedies provided in these terms are exclusive.
11. Hazardous Materials - L&H Airco excludes any work with any Hazardous Materials such as Asbestos, Lead Paint or any other Materials that are considered Hazardous. Upon discovering any potential Hazardous Materials, L&H Airco will immediately stop work in the affected area and report the hazard to the appropriate party for evaluation and testing. L&H Airco will not return to work in any affected area until it is determined that the area is safe.
12. Cancellation - L&H Airco may terminate this agreement by written notice to the purchaser if a petition is filed by or against the purchaser under the bankruptcy laws, or if the purchaser makes a general assignment for the benefit of its creditors or if a receiver is appointed for any property of the purchaser, or for the purchaser's willful failure without cause to make payment or any application for payment within thirty (30) days from submission thereof. Such termination shall be without prejudice or any of the legal rights and remedies L&H Airco may possess to recover any amounts due under the contract.
13. Legal Fees - Any legal fees necessary to enforce collection or any part of this agreement shall be for the account of the purchaser.
14. Entire Agreement - There are no understanding between the parties hereto as to the subject matter of this agreement other than as set forth herein. All previous communications concerning the subject matter of this agreement, either verbal or written are hereby abrogated and withdrawn and the agreement constitutes the whole agreement between parties. Any provisions of a purchase order/subcontract or specification which may be issued hereafter shall not be binding on the parties unless duly approved in writing by a corporate officer of each party. This agreement may not be changed or modified without permission by a corporate officer of L&H Airco.

Equipment Terms & Conditions

1. L & H AIRCO represents several and varied Manufacturers of finished goods, and represents these firms as Agents and Distributors. As such, L&H Airco passes on to the Purchaser, certain conditions of the various Manufacturers. In no instance, expressed or implied, are the terms and conditions of one of several Manufacturers represented invalidated by this quotation.
2. TERMS - On approval of credit and unless otherwise agreed, terms of payment are net cash 30 days from date of invoice. No rights of lien are waived.
3. ACCEPTANCE - This quotation is offered for acceptance for a period of 30 days, subject to extension only on review of L&H Airco. This quotation is subject to revision on notice. In those instances where the Manufacturer reserves order acceptance prerogative, final acceptance shall be governed.
4. TAXES - Prices do not include sales, use, excise or similar taxes. In addition to the price specified herein, the amount of any present or future sales, use excise or other similar tax applicable to the sale of use of the equipment, imposed by any authority, shall be paid by the purchaser at the time of delivery, or in lieu thereof the Purchaser shall provide L&H Airco with a tax-exemption certificate acceptable to the taxing authorities.
5. CLAIMS - All shipments are made F.O.B. the various points of Manufacturer. Goods, even though shipped to L&H Airco's order, are shipped at the sole risk of the Purchaser from and after delivery to the carrier, and Purchaser assumes all responsibility for shortages, loss, delay or damage in transit after issuance to the Manufacturer's carrier by a clean bill of lading. All claims must be made by Purchaser against the carrier.
6. DELIVERY - All shipping information is approximate. Delivery of the equipment hereunder shall be made F.O.B. Manufacturer's plant, unless otherwise stated. Shipping dates are approximate and are based on prompt receipt of all necessary information at Manufacturer's plant. In case of delay in furnishing complete information, dates or shipment may be extended for a reasonable time based conditions at Manufacturer's plant. Receipt of the equipment by Purchaser shall constitute a waiver of all claims for delay and in no event shall L&H Airco be liable for special or consequential damages due to delay. The will not be liable for delay due to causes beyond the reasonable control due to acts of God, acts of the Purchaser, or any civil or military authority, fires, strikes, picketing or boycotts, floods, epidemics, quarantine restrictions, war, insurrection or riot, embargoes, car shortages, wrecks of delay in transportation, unusually severe weather, or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes, and in the event of any such delay the date of delivery shall be extended for a length of time equal to the period of delay.
7. WARRANTIES (General) - L&H Airco passes on to the Purchaser, the Manufacturer's warranty that applies to that certain purchased item. The purchaser shall request the exact warranty as applicable to his purchased product. There are no implied or expressed warranties by L&H Airco other than those of the Manufacturer and in no case will the amount of the warranty or liability exceed the amount of the invoice. L&H Airco accepts no contingent or consequential liabilities of any nature.
8. WARRANTIES (Climate Wizard) - L&H Airco hereby warrants the Climate Wizard equipment for which we have provided for the above Project for a period of 12 months from date of startup or 18 months from the date of delivery to project site. During the warranty period, we will replace any Climate Wizard part that fails due to manufacturers defect or workmanship under normal use and service after proper installation. All Climate Wizard units sold hereunder are warranted to be free from defects in workmanship & material and are warranted to meet the units published specifications, but no other warranty, expressed or implied, is made by L&H Airco unless expressly set forth. Warranty does not cover the damage arising from transportation, handling, delivery, accident, misuse, tampering, Acts of God, in-proper maintenance, installation to wrong power voltage supply or if subjected to abnormal voltage supply, usage not in accordance of instructions for operations, normal wear and tear of parts, inproper controls, inproper installation, unauthorized repairs & service or any associated parts replacement labor. If repair parts are requested and it is determined that the repair is not covered (per above paragraph) or if the unit is out of warranty then the customer will be required to pay for the replacement parts and labor (if contracted) at L&H Airco's published hourly service rates and truck charges.
9. CANCELLATIONS - L&H Airco passes on to the Purchaser all charges, as applicable as directed by the Manufacturers, which in no case is less than 15%. Materials may be returned only on written confirmation by the Manufacturer.
10. PRODUCT DESIGN - L&H Airco Represents Companies whose products are believed to be the finest available. Continued product revision is mandatory with our times. The product shipped will be of the latest available design. Product improvement is in the customer's best interest and no liability of any kind will be incurred on the part of L&H Airco, due to a product change.



L&H AIRCO

2530 WARREN DRIVE
ROCKLIN, CA 95677

TELEPHONE (916) 677-1000

SERVICE (916) 677-1010

FAX (916) 677-1111

CC LICENSE 591093

WWW.LHAIRCO.COM

11. **COLLECTIONS** - Should Purchaser for any reason default in the payment for the materials, Purchaser agrees to pay all collection costs, attorney fees and expenses incurred by L&H Airco in collection including interest on the amount due at the maximum prime rate.

**CONTRACTORS STATE LICENSE BOARD****Contractor's License Detail for License # 591093**

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

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

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

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

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

Data current as of 12/17/2018 9:02:51 AM

Business Information

L & H AIRCO LLC
dba L & H AIRCO

2530 WARREN DRIVE
ROCKLIN, CA 95677
Business Phone Number:(916) 677-1000

Entity	Ltd Liability
Issue Date	03/23/1990
Reissue Date	09/09/2016
Expire Date	09/30/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS
C10 - ELECTRICAL
C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 704474C
Bond Amount: \$15,000
Effective Date: 09/09/2016
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 704473C
Bond Amount: \$100,000
Effective Date: 09/09/2016

Bond of Qualifying Individual

The qualifying individual JOHN PAUL HARRIS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/01/2017
BQI's Bond History

The qualifying individual JAKE MICHAEL GARCIA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/01/2017
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number: WPL5020834
Effective Date: 04/01/2018
Expire Date: 04/01/2019
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with TRAVELERS INDEMNITY COMPANY OF CONNECTICUT
Policy Number: CO0633C35ATCT
Amount: \$2,000,000
Effective Date: 04/01/2016
Expiration Date: 04/01/2019

Other

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

Marysville Joint Unified School District Project Contract

8192-LINDHURST HIGH SCHOOL CULINARY ARTS PHASE 2 PROJECT BID # 19-1016

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **REM Construction, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **8192-Lindhurst High School Culinary Arts Phase 2 project Bid # 19-1016**. The scope of work will include but not limited to: **Modernization of the interior of the existing culinary lab including new fire suppression system, electrical upgrades and plumbing.**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, the Specifications, and Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Four Hundred Thirty Nine Thousand Nine Hundred Forty Six Dollars (\$ 439,946.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

Business Services Department

Approval: MLA

Date: 1/19/19

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8192-LHS Culinary Arts Phase 2
Bid # 19-1016

Marysville Joint Unified School District Project Contract

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **162** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Michael Hodson

Name

Signature

Assistant Superintendent of Business Services

Title

Date

REM Construction, Inc.

Contractor Name

#268689 Exp Date 06/30/2020

Contractor License No.

and Expiration Date

David Schell, Corporate Secretary
Individual Signature

David Schell, Corporate Secretary

Title

01/22/2019

Date

For: _____

Corporation or Partnership
If Corporation, Seal Below

STATE OF CALIFORNIA

EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
DISTRIBUTION AGREEMENT

USDA Pantry

This agreement is between Marysville Joint Unified School District (Member Agency) and The Yuba-Sutter Food Bank.

1. The member agency agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the member agency's defined geographical service area.
2. If a recipient from out of the member agency's service area requests food, the member agency will serve them on a one time exception basis and will advise the recipient of their proper distribution member agency.
3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the member agency is providing commodities to homebound recipients, the member agency agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The member agency agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475C (Last updated April 2016)
 - b. CDSS established Income Guidelines (Last updated April 2016)
8. The member agency agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the member agency must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The member agency agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The member agency agrees never to sell or trade commodities.
11. The member agency agrees not to redistribute commodities to other member agencies, or any other entity without prior written approval from the food bank.
12. The member agency agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The member agency agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the member agency's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The member agency agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The member agency agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the member agency is not in compliance with the terms and conditions referenced in aforementioned terms.
18. The food bank, USDA and EFAP retain the right to visit and inspect the member agency without prior notice.
19. The member agency agrees to abide by any addendums the Food Bank requires.
20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Member Agency Representative

Date

Cedar Lane Elementary School 841 Cedar Lane, West Linda CA 95961
Distribution Address

Patrick Hamilton
Yuba-Sutter Food Bank Representative

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Date 1/12/2019

Business Services Department
Approval [Signature]
Date: 1/14/19

STATE OF CALIFORNIA

EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
DISTRIBUTION AGREEMENT
USDA Pantry

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3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
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 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
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19. The member agency agrees to abide by any addendums the Food Bank requires.
20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Member Agency Representative

Date

Covillaud Elementary School 628 F St, Marysville CA 95901
Distribution Address

Patrick Hamilton
Yuba-Sutter Food Bank
Representative

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1/12/2019
Date

Business Services Department
Approval [Signature]
Date: 1/14/19

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901-3731	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	18	14906	72736	00
Attention District Superintendent or School Administrator	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services Division	Resource Code	Revenue Object Code	58	
Telephone 530-749-6102	5314	8290	INDEX	

Name of Grant Program
National School Lunch Program Equipment Assistance Grant

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$52,950.00		\$52,950.00		1-1-19	9-1-19
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
10.579	NSLP-18-CA-01	2018 National School Lunch Program Equipment Assistance			USDA	

I am pleased to inform you that you have been funded for the 2018 National School Lunch Program Equipment Assistance Grant.

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

Please return the original, signed Grant Award Notification (AO-400) within 15 days of receipt to:

Equipment Grant (FMU)
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Danielle Rice		Job Title School Nutrition Programs Specialist
E-mail Address equipmentgrant@cde.ca.gov		Telephone 916-323-2538
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>		Date December 4, 2018
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.		
Printed Name of Authorized Agent MICHAEL R. HODSON		Title ASSISTANT Supt / BUSINESS SERVICES
E-mail Address M.HODSON@MJUSD.COM		Telephone 530.329.4929
Signature <i>[Signature]</i>		Date 12/13/18

Amber
MJUSD
Supt Office
DEC 11 2018
Received by Im

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2018-2019

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☐ October 2018-1st quarter (7/1/18-9/30/18)
☒ January 2019-2nd quarter (10/1/18-12/31/18)
☐ April 2019-3rd quarter (1/1/19-3/31/19)
☐ July 2019-4th quarter (4/1/19-6/30/19)

Date for information to be reported publicly at governing board meeting: January 22, 2019

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Dr. Gay S. Starkey


Signature of District Superintendent

January 10, 2019
Date

January 4, 2019

Marysville Joint Unified School District
1919 B Street, Room 106
Marysville, CA 95901

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

We are pleased to confirm our understanding of the services we are to provide Marysville Joint Unified School District for the fiscal years ending June 30, 2019, 2020 and 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Marysville Joint Unified School District as of and for the fiscal years ending June 30, 2019, 2020 and 2021. In addition, we will also conduct a financial statement and performance audit to include the balance sheet of Measure P Bond as of June 30, 2019, 2020 and 2021 and the related statement of revenues, expenditures and changes in fund balance for the fiscal years ending June 30, 2019, 2020 and 2021. The audit will be conducted in accordance with Article 13A of the California Constitution.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Marysville Joint Unified School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to Marysville Joint Unified School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress.
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

Corporate Office:
348 Olive Street
San Diego, CA 92103

toll-free: 877.220.7229
tel: 619.270.8222
fax: 619.260.9085
www.christywhite.com

Licensed by the California
State Board of Accountancy

Business Services Department

Approval: *[Signature]*

Date: 1/7/19

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We have also been engaged to report on supplementary information other than RSI that accompanies Marysville Joint Unified School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Other schedules and/or information as required by the State Controller's Office.

Audit Objectives

The objective of our audits is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- The objective also includes reporting on Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions.

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Marysville Joint Unified School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Marysville Joint Unified School District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Marysville Joint Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Marysville Joint Unified School District's major programs. The purpose of those procedures will be to express an opinion on Marysville Joint Unified School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Marysville Joint Unified School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller General of the United States or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
District Audit Fees	\$ 38,740	\$ 38,740	\$ 38,740
Measure P Audit Fees	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
Total Annual Audit Fees	<u>\$ 42,740</u>	<u>\$ 42,740</u>	<u>\$ 42,740</u>

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Marysville Joint Unified School District during the period under this agreement, shall be in addition to the above maximum fee

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2019 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2021 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Marysville Joint Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Christy White, CPA
President
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Marysville Joint Unified School District.

Signature

ASST. Supt. of Business Services
Title

Date

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Marysville Joint Unified School District
Marysville, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the Marysville Joint Unified School District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Marysville Joint Unified School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO

LOS ANGELES

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State Board of Accountancy*

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of Marysville Joint Unified School District, as of June 30, 2018, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Notes 1 and 10 to the financial statements, in 2018 Marysville Joint Unified School District adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis, budgetary comparison information, schedule of changes in total OPEB liability and related ratios, schedules of proportionate share of net pension liability, and schedules of District contributions for pensions be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Marysville Joint Unified School District's basic financial statements. The supplementary information listed in the table of contents, including the schedule of expenditures of Federal awards, which is required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information listed in the table of contents is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2018 on our consideration of Marysville Joint Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Marysville Joint Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Marysville Joint Unified School District's internal control over financial reporting and compliance.

Christy White Associates

San Diego, California
December 10, 2018



**DEPARTMENT OF THE AIR FORCE
AIR UNIVERSITY (AETC)**

13 Nov 18

MEMORANDUM FOR ALL AFJROTC HOST SCHOOLS

FROM: Holm Center/CC
130 West Maxwell Blvd
Maxwell AFB AL 36112

SUBJECT: Update to Current Memorandum of Agreement

1. I sincerely value the current partnerships with all the schools who have chosen to host Air Force Junior Reserve Officers Training Corps (AFJROTC) units. To ensure our written guidance effectively supports this partnership, I have decided to revise the current Memorandum of Agreement (MOA). The current MOA verbiage has generated some confusion as well as inconsistencies in program application. To ensure the new agreement is in place at all host schools by the end of this academic year, all current MOAs worldwide will expire on 30 June 2019. The new agreement contains standard language which is intended to institute a clear understanding of all responsibilities,

2. Much of the current MOA language will endure but the primary changes are as follows:
- a) Revamps of the overall format to improve readability
 - b) Removes language requiring the Air Force to furnish Information Technology equipment
 - c) Clarifies that instructor candidate background checks are a function of the school
 - d) Clarifies voluntary student enrollment, plus requirements for continued student enrollment
 - e) Clarifies the Minimum Instructor Pay and Air Force cost share (reimbursement) process
 - f) Requires establishment of organizational email accounts for monthly reimbursement statements
 - g) Adds language explaining the dual chain of responsibility for AFJROTC instructors
 - h) Clarifies the responsibilities of schools as they relate to managing AFJROTC instructors
 - i) Adds language for schools to collect, maintain, report student academic and graduation metrics
 - j) Adds language on continued MOA validity regardless of changes in original signatories

3. Please have the new MOA signed by the host-school Superintendent (or equivalent) and returned to us by 31 March 2019. Each host-school must have a separate, signed agreement. Each school's Senior Aerospace Science Instructor will help guide their specific MOA through their local school district's process. Once signed, please scan and email the entire document to HQ-Assessments@afjrotc.com.

4. AFJROTC Headquarters will obtain the Air Force representative's signature and upload a fully signed copy to our database. Once both signatures are obtained, the new agreement is valid. Your AFJROTC instructors can retrieve a signed MOA from the AFJROTC database, if necessary.

5. Thank you for your continued support of the Air Force JROTC program. Please direct specific questions or concerns to Mr. David Richerson at 334-953-7742 or david.richerson.1@us.af.mil.

CHRISTOPHER J. NIEMI
Brigadier General, USAF
Commander

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MEMORANDUM OF AGREEMENT TO ESTABLISH AND OPERATE AN AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS UNIT

Effective 1 July 2019

TO: Director, Air Force Junior Reserve Officer Training Corps
60 West Maxwell Blvd
Maxwell Air Force Base, Alabama 36112-6106

FROM:

Institution Information	
Name of School Hosting the AFJROTC Program	Lindhurst High School
Physical School Address (street, city, state, ZIP)	4446 Olive Avenue Olivehurst CA 95961
School Mailing Address (if different than physical address)	

This Memorandum of Agreement (MOA) outlines responsibilities for the school district which hosts an AFJROTC program (hereafter referred to as the "Institution") and the United States Air Force. This agreement implements the provisions of Public Law 88-647, *The Reserve Officer Training Corps Vitalization Act of 1964*, and 10 United States Code, Chapter 102, Sections 2031-2033 (as amended), as well as Department of Defense (DoD) Instruction 1205.13. Requirements stated in Air Force Instruction 36-2010, Air Force Junior Reserve Officer Training Corps (AFJROTC) Instruction 36-2010, AFJROTC Operational Supplement and any subsequent operating policy modifications are hereafter referred to as "Air Force publications."

SECTION 1. AIR FORCE AGREEMENT: Contingent upon Institution acceptance of this MOA and the continuing fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AFJROTC program at the Institution named in this MOA, subject to the provisions of Public Law, DoD and Air Force publications, this MOA, continued approval by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AFJROTC program academic course content, provide all curriculum text, teaching aides, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide basic instructor certification.** The Air Force shall issue and hold the basic certification for all AFJROTC instructors. The Air Force shall screen, approve, and certify

retired Air Force officers and enlisted to teach and administer the AFJROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of any information related to an AFJROTC instructors' performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.

D. Provide supply support. The Air Force shall issue to a Military Property Custodian appointed by the Institution all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.

E. Provide financial support:

1. The Air Force shall reimburse the Institution a minimum of one half the Minimum Instructor Pay, for each instructor, each month for a minimum of ten (10) months, each operating school year. The Air Force portion of the minimum AFJROTC instructor salary as established in 10 USC, Section 2031 and set forth in paragraph 2.B.6.
2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
 - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
 - b) For required vehicle transportation for logistical support and field trips in support of the AFJROTC program. Rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
 - c) Meals and lodging costs for AFJROTC students and instructors during official AFJROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AFJROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment provided to the Institution by the Air Force remains property of the Air Force (see Section 3.E.3).

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows

A. AFJROTC Program Infrastructure:

- 1. Establish an AFJROTC program.** The Institution shall establish the AFJROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
- 2. Establish the AFJROTC department.** The AFJROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution.
- 3. Supervise the AFJROTC department.**
 - a) The Institution's principal (or equivalent) shall be the on-site person in charge of the supervision of the AFJROTC program.
 - b) The Senior Aerospace Science Instructor (SASI) shall be designated as the Head of the AFJROTC Department. The Institution's SASI shall be the AFJROTC instructor possessing the highest retired military grade. When two AFJROTC instructors are of equal retired grade, the Institution will decide which instructor they wish to designate as the SASI.
 - c) The SASI shall be granted all regular Department Head (or equivalent) rights, access and the authority necessary to operate the AFJROTC program under the leadership of the school principal (or equivalent) while complying with all Air Force publications.
 - d) The SASI shall be present in meetings where policies, recommendations, or decisions impacting the AFJROTC program are made, including space allocation/utilization, academic course scheduling, and the employment or discharge of other Institution AFJROTC instructors.
- 4. Provide classrooms, office space and technology.** The AFJROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AFJROTC program academics, and other AFJROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e. computers, projectors, etc.) to conduct AFJROTC academics, and other AFJROTC program requirements.
- 5. Provide drill areas.** The Institution shall provide and maintain a minimum of 2,500 square feet of drill space to support drill instruction. The provided drill space shall be level, unobstructed space, free of vehicular or pedestrian traffic with student safety paramount.

Provisions shall be made for access to indoor drill space in locations when inclement weather prohibits outside drill activities. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions.

6. **Provide storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AFJROTC program. The storage space shall be near the other AFJROTC facilities, must be appropriately organized (i.e. hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AFJROTC program, and must be constructed so that access is denied to unauthorized personnel. As the size of the AFJROTC program increases, additional storage space shall be provided in a proportional manner. Special consideration must be given to summer recess periods to ensure continued climatic controls are maintained. Any damage or loss to uniform items resulting from lack of continued climate control is expressly the responsibility of the Institution.
7. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AFJROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with Air Force publications.

B. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two qualified/certified instructors, regardless of student enrollment in the AFJROTC program. Candidates for employment shall be only those approved by and referred to the Institution by the Air Force. The Institution shall make the ultimate determination if any candidate is suitable to be employed as their AFJROTC instructor.
2. **Perform background checks.** Any background check(s) required by the Institution for the purpose of screening an AFJROTC instructor candidate shall be conducted by the Institution at no expense to the Air Force.
3. **Provide instructor employment contracts.** The Institution shall provide AFJROTC instructors a contract of employment with the Institution as the employing agency. Per DoD Instruction 1205.13, the minimum contract duration for AFJROTC instructors will be ten (10) months, except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures, but the minimum pay shall be in accordance with Section 2.B.4 below, must provide for an automatic adjustment when military salary increases, and must otherwise be in accordance with this MOA.
4. **Provide minimum instructor pay.** The Institution shall ensure AFJROTC instructors are compensated no less than the Minimum Instructor Pay (MIP). "MIP" is defined as a monthly amount equal to the difference between their entitled retired pay and their total active duty pay and allowances, excluding hazardous duty and proficiency pay, which they would receive if serving on Air Force active duty. Although the Institution is only required

to pay MIP, it is highly encouraged to pay instructors above the MIP commensurate with their military experience, education level, area cost of living, etc., in order to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement (see Section 2.B.6).

5. **Consider extended contracts and targeted stipends.** Contract periods (above the statutory minimum of 10 months) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AFJROTC summer events, such as summer leadership courses. Targeted stipends are also encouraged to compensate instructors for before school, after-school, and weekend AFJROTC activities.
6. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the MIP, each month, 30 days in arrears. The Air Force's responsibility is limited to the period of employment specified in the contract up to ten (10) months or 300 calendar days from employment contract start date regardless of the Institution's distribution of pay. The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement.
7. **Establish financial communications.** Institutions shall maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force calculates the MIP and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the Air Force reimbursement amount.
8. **Control AFJROTC instructor duties.** The Institution must ensure AFJROTC instructors perform only those duties connected with the instruction, operation, and administration of the AFJROTC program. AFJROTC instructors shall not teach or coach any class or activity, other than AFJROTC program academic courses and AFJROTC program activities, nor shall they teach or coach any class or activity which contains non-AFJROTC program students. NOTE: Exceptions are possible if the teaching or coaching of such classes/activities is conducted outside of the Institution's normal day of academic instruction and is contracted separately between the Institution and the individual AFJROTC instructor at no expense to the Air Force. However, before a contract of this type is executed, the Institution shall deliberately assess 1) the potential negative impacts to any before/after school AFJROTC program activities, and 2) the equitable distribution of AFJROTC program duties between instructors.
9. **Limit additional faculty duties.** Considering the restrictions stated in paragraph 2.B.8, AFJROTC instructors are not prohibited from serving on committees or performing routine duties that are typically distributed across the Institution's faculty members (e.g. lunchroom monitor, bus monitor, etc). However, the Institution shall not use AFJROTC program enrollment, AFJROTC class sizes, or AFJROTC instructor teaching load as a factor in determining an AFJROTC instructor's availability to perform additional duties.

- 10. Understand employment/certification relationship.** AFJROTC instructors are in a unique position where they are certified by the Air Force to perform instructor duties, but are employed and paid by the Institution they work within. In this capacity, AFJROTC instructors serve two chains of responsibility. AFJROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AFJROTC program and their continued professional conduct. In no event shall the Institution represent AFJROTC instructors as Air Force employees, agents, contractors, or active duty members. In addition to the Institution's mandatory requirements, AFJROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.
- 11. Credentialing and licensing of AFJROTC instructors.** AFJROTC instructors will receive AFJROTC-specific training and basic instructor certification from the Air Force. Any further professional development, training, licenses or credentialing requirements shall be accomplished at no expense to the Air Force.
- 12. Consider additional AFJROTC instructors.** Additional instructors may be authorized when an AFJROTC program's "teaching load" increases to 151, and increments of 100 thereafter. In absence of Institution support for an additional AFJROTC instructor position, the Institution shall cap student enrollment in the AFJROTC program. The definition of "teaching load" and specific enrollment caps are codified in Air Force publications.
- 13. Ensure professional instructor appearance.** The Institution must ensure AFJROTC instructors wear an approved Air Force uniform daily as defined in Air Force publications. Additionally, AFJROTC Instructors must meet and maintain DoD weight and body fat standards, and shall present a professional military appearance at all times.
- 14. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains an inherent right to monitor instructor behavior and must receive any necessary information regarding instructor performance, professional conduct and employment status. Therefore, the Institution shall have effective and timely procedures in place which ensure the Air Force is advised of any disciplinary or administrative action levied upon an AFJROTC instructor (i.e. administrative leave, suspensions, letters of admonishment, etc.), the initiation of any investigation into alleged AFJROTC instructor misconduct (school or civil), or any changes in the employment status of an AFJROTC instructor. If any of the aforementioned items occur, the Institution shall officially notify the Air Force within one (1) business day.
- 15. Perform instructor evaluations (Institution-directed).** The Institution may conduct teacher evaluations of AFJROTC instructors using the same instruments and rubrics they use to evaluate other faculty members. Should poor performance be determined, the Institution shall report the findings to the Air Force within five (5) business days.

16. **Perform instructor evaluations (Air Force-directed).** When required by Air Force publications, the Institution shall complete, and submit to the Air Force, an AFJROTC instructor evaluation using an AFJROTC Form 98, *Instructor Evaluation*. These evaluations are normally event driven and are exclusively an AFJROTC process with protections and controls built in, and will not be not subject to internal Institution processes or procedures (including union agreements).
17. **Terminating instructors.** As the employer, the Institution has the right to terminate or non-renew the employment of AFJROTC instructors in accordance within normal Institutional rules and regulations, and without prior consultation with the Air Force. However, when a termination/non-renewal event occurs, the Institution shall inform the Air Force of the event, and the associated circumstances, within one (1) business day.
18. **Understand intra-district instructor transfers.** School districts wishing to transfer or reassign AFJROTC instructors between AFJROTC host-Institutions may do so in accordance with district policies, with consent of the AFJROTC instructor and with prior written approval from the Air Force. In no case will an AFJROTC instructor be transferred or reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force.

C. AFJROTC Student Enrollment.

1. **Conduct an all-inclusive AFJROTC program.** Voluntary student enrollment into the program, and continuing enrollment in the program, shall be conducted without any form of discrimination. This prohibition does not include denying enrollment into AFJROTC, or removing a student from AFJROTC, when that student does not agree to, or fails to meet and/or maintain AFJROTC standards of uniform wear, grooming and/or personal conduct.
2. **Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AFJROTC program of at least 1) 10 percent of the Institution's student population (grades 9-12 only), or 2) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AFJROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AFJROTC.
3. **Ensure minimum grade level enrollment in AFJROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only).
4. **Ensure equitable class scheduling.** The scheduling of all AFJROTC program academic courses shall be executed in a manner that makes it equally convenient for students to participate in AFJROTC academic courses as it for other programs/courses offered by the Institution.

5. **Provide access to feeder schools.** The Institution shall ensure that AFJROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AFJROTC program to future 9th grade students.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AFJROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AFJROTC enrollment requirements before being allowed to enroll into the AFJROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AFJROTC uniform wear, AFJROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AFJROTC program.
7. **Permit only full time student enrollment.** No student shall be enrolled in the AFJROTC program when non-AFJROTC academic requirements will create a period of absence for that student from taking a full AFJROTC academic course.
8. **Satellite units.** AFJROTC instructors shall not travel to other institutions. All AFJROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AFJROTC program at the host Institution under the following conditions:
 - a) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AFJROTC program activities, is conducted at no expense to the Air Force.
 - b) Travel by students from other local schools to the host institution shall be scheduled in a manner which guarantees full class period attendance and the minimum 120 classroom hours is reached by all students in the AFJROTC course.
 - c) Principals from all schools involved must agree in writing.
 - d) The principal of the host Institution maintains overall supervisory responsibility of the AFJROTC program and may terminate the crosstown agreement at any time.
10. **Ensure students meet uniform wear, grooming and personal conduct standards.** Students enrolled in the AFJROTC program must wear the prescribed AFJROTC uniform a minimum of one day per week while simultaneously meeting AFJROTC grooming standards. Anytime students are wearing the AFJROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The once-per-week uniform wear requirement shall be an all-school-day requirement, not limited to an AFJROTC classroom or the AFJROTC class period, but will include all non-AFJROTC classes attended by the student. However, when other

clothing is specifically required by non-AFJROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AFJROTC class only.

- 11. Uphold continued enrollment rules.** Continued student enrollment in the AFJROTC program shall be in accordance with the provisions of Federal Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution shall ensure any student enrolled in the AFJROTC program who does not meet and/or maintain AFJROTC program requirements, such as weekly mandatory uniform wear and/or grooming standards, or standards of personal conduct, is expeditiously removed from the AFJROTC program, so as not to create further disruption to those students who fully meet continued enrollment standards. Students enrolled in the AFJROTC program will have proper AFJROTC uniform wear, grooming, and personal conduct specifically included as a pass/fail mandate of continued enrollment in AFJROTC.
- 12. Disenrollment of AFJROTC students.** The Institution shall not sanction, nor tolerate, the continued enrollment of any student who fails to meet continued enrollment rules of the AFJROTC program. The SASI shall be permitted to manage a fully compliant AFJROTC program, and with proper cause, be supported in removing a noncompliant student at any time during the academic year.

D. Academic Requirements:

- 1. Present only AFJROTC curriculum.** Only the AFJROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AFJROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in writing by the Air Force.
- 2. Grant academic credit.** All AFJROTC program academic courses shall be conducted by the Institution as full year/full credit course (not partial year/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AFJROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AFJROTC program academic courses shall be conducted as regular, full time academic courses consisting of a minimum of 120 classroom hours per academic year.
- 4. Collect and report academic metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AFJROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force.

E. Logistical Support & Accountability:

- 1. Provide a military property custodian (MPC).** The Institution shall appoint an employee of the institution as the MPC. Normally, AFJROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to, or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
- 2. Provide instructional materials.** The Institution shall provide to the AFJROTC Department all the instructional supplies, materials, services, furniture, computer equipment and support, copiers, scanners and privileges afforded other academic departments at the institution.
- 3. Provide information technology (IT) support.** The Institution shall provide full IT support, updates and software for any Air Force funded/owned IT equipment. For any Air Force-provided/owned IT equipment, there are no restrictions on the Institution regarding IT support, software updates, troubleshooting, and/or operating system configuration.
- 4. Provide transportation.** The Institution shall provide transportation for AFJROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
- 5. Provide security and accounting of Air Force property.** The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force uniforms, textbooks, supplies, equipment, and other educational materials at the institution.
- 6. Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

F. Understand AFJROTC Activity Reimbursements.

- 1.** The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AFJROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AFJROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.

2. The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

G. Other Provisions.

1. **Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AFJROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AFJROTC instructors via the WINGS database.
2. **Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. **Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. **AFJROTC instructor training and credentialing.** The Air Force may conduct periodic workshops at Air Force expense for instructors hired to conduct the AFJROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AFJROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. **AFJROTC program evaluations.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to evaluate the AFJROTC program, and ensure continued compliance with Air Force standards.
- D. **Actions on AFJROTC instructor certifications.** The Air Force shall have the right to place AFJROTC instructors on probational certification for any breach of Air Force or AFJROTC program standards. The Air Force shall have the right to withdraw, suspend or permanently

remove the certification of AFJROTC instructors for any breach of standards and the Institution will remove decertified personnel from the AFJROTC program.

E. MOA Termination Clauses.

1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Holm Center/JR, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AFJROTC program.
3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AFJROTC program if the best interest of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.
4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AFJROTC program.

F. General Provisions.

1. This is a standardized agreement and the language contained herein shall not be modified.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. This agreement represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the institution pertaining to the establishment and maintenance of an AFJROTC program.

5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to require renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Federal Law.
7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.
8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).
9. Each undersigned representative of the parties to this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same so as to effectively bind each party to its terms.
10. The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.
11. Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.

FOR THE INSTITUTION

Michael R. Hodson
Asst. Supt. of Business Services

(Date)

FOR THE AIR FORCE

PAUL C. LIPS, Col, USAF
Director, AFJROTC

(Date)



LETTER OF AUTHORIZATION TO PROCEED
Additional Service 01: Off Site Improvements

DATE: December 31, 2018
CLIENT: Marysville Joint Unified School District
JOB#: JKAE 18-450; MJUSD PO #19-01515
Project Authorization No. 2018-JKAE-2
PROJECT: Edgewater Elementary School Modular Kinder Classroom Building

Project Amendment:

In accordance of the Prime Agreement for the above-mentioned project dated August 21, 2018, this Letter of Authorization to Proceed confirms that our estimated effort for this project has been increased as follows:

Additional Service 01 – Off Site Improvements

Design services for off site pull out / drop off lane from main road in front of the campus. Travis Barnett has given verbal authorization in order to maintain project schedule.

Based upon this additional effort we estimate that our contract amount shall be modified as follows:

Contracts	Amount	Proposed Increase
Prime Agreement, 8/21/18	\$163,891.00	
Add Service 01 – Off Site Improvements		\$ 850.00
REVISED TOTAL FEE		\$164,741.00

If you do not concur with this Letter of Authorization to Proceed, JK Architecture Engineering should be notified immediately.

Sincerely:

Chris Vicencio, Partner
JK Architecture Engineering

Approved:

Client Date

Michael Hudson, Asst. Supt. of Business Services
Print Name/Title



Auburn | 530.888.0998
Tahoe City | 530.583.9222
Reno | 775.507.7009
www.jkaedesign.com

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

Invoice number 4222
Date 01/04/2019

Project 18-450 MJUSD - EDGEWATER ES
KINDER COMPLEX PO #P19-01515

For professional services through 12/31/2018

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Balance to Finish	Current Billed
Schematic Design	40,723.00	100.00	23,462.25	40,723.00	0.00	17,260.75
Construction Documents	65,155.00	0.00	0.00	0.00	65,155.00	0.00
Agency Review	8,145.00	0.00	0.00	0.00	8,145.00	0.00
Bidding & Negotiations	8,145.00	0.00	0.00	0.00	8,145.00	0.00
Construction Administration	40,723.00	0.00	0.00	0.00	40,723.00	0.00
Reimbursable	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Change Order 01 - Off Site Improvements	850.00	0.00	0.00	0.00	850.00	0.00
Total	164,741.00	24.72	23,462.25	40,723.00	124,018.00	17,260.75

Invoice total **17,260.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
4222	01/04/2019	17,260.75	17,260.75				
	Total	17,260.75	17,260.75	0.00	0.00	0.00	0.00

Please remit payment to: JK Architecture Engineering, 11661 Blocker Drive, Suite 220, Auburn, CA 95603 | 530.888.0998

We accept credit cards!

A 4% processing fee will be applied to your invoice.

Please contact our office if you wish to use this payment method.

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