



Johnson Park Elementary School

Presentation to the MJUSD Board of Trustees

1/28/20



The 2019-20 school year at Johnson Park Elementary began on a positive note as students were greeted by staff members wearing “*Friends*” inspired t-shirts that said, “I’LL BE THERE FOR YOU,” upbeat music played in the background, red and blue balloons floated about and staff members gave students high-fives as they entered the building on the first day of school. There was definitely a level of excitement demonstrating that at Johnson Park Elementary School, not only are we committed to meeting the academic needs of all students, but strongly believe that students’ social and emotional needs are extremely important as well. Our entire dedicated staff strives to provide our students with positive learning experiences every day and work hard to ensure that every student feels safe and has a sense of belonging. There has been minimal change in staff this school year with the exception of hiring four additional para educators, one new school counselor, a new yard duty supervisor and a new principal. Johnson Park’s enrollment continues to remain around 400 students. Over the last few years, Johnson Park’s enrollment has increased, but the “small school feel” remains.

At Johnson Park, we seek to create a Professional Learning Community (PLC) for all students, staff and families. Positive relationships are built on respect, equality and collaboration for the benefit of all stakeholders. Our goal at Johnson Park is to ensure that all students are safe, happy and healthy so that they can reach their full potential and be productive members of society. Johnson Park made improvement in three indicators last year according to the California School Dashboard. Johnson Park moved from Orange to Green in Chronic Absenteeism, moved from Red to Orange in Suspension Rate and moved from Orange to Yellow in Mathematics. This is cause for celebration! Throughout the process of developing our PLC, teachers have worked tirelessly unpacking the standards, identifying key standards, creating formative and summative assessments, analyzing data, monitoring student progress and implementing a school-wide intervention program where all students’ academic needs are met (JET Time). After school tutoring is also available for students in all grade levels. All of us at Johnson Park have committed to create a plan for improvement, and we will continue to make progress.

In addition to being committed to student success, we at Johnson Park Elementary are committed to make parent involvement a priority. Each school year begins with a Snow Cone Social where families come to meet their child’s teacher and find the location of their child’s classroom the day before school starts. This is a great opportunity to create a positive relationship right from the start, and the free snow cones provided by PTC are a welcomed treat. Parent/teacher conferences are scheduled providing time for two-way communication between parents and teachers. Student Success Team (SSTs) meetings are scheduled throughout the school year for students who are at risk academically or behaviorally.

Johnson Park’s PTC hosts various family evening events throughout the school year such as the Fall Festival, Movie Nights, Winter/Spring Programs, Spaghetti Dinner, Cooking Classes, Bingo Night, Game Night and Spring Fiesta. These events help promote family engagement at Johnson Park Elementary and have been well attended so far this school year. There has been a noticeable improvement in the attendance at ELAC, PTC, School Site Council and Annual Title I Parent meetings as well.

We have also committed to improving the communication with all of our Johnson Park families. This school year in particular, we have made improvement in the area of communication with our Spanish-speaking parents. The addition of our new school secretary, Isa Soto, and our new Bilingual Student Support Specialist, Fernando Ibarra, has been instrumental in bridging the communication gap. We have already received a great deal of positive feedback from

families. Many parents have communicated that they feel more comfortable coming to Johnson Park because there is someone in the office that they can talk to and understand. Mr. Fernando communicates with families regarding behavior issues which ensures that there are no misunderstandings regarding incidents that occur at school. Both Ms. Isa and Mr. Fernando help translate at parent/teacher conferences, IEPs and SSTs which has been a valuable resource. Johnson Park uses newsletters, all-call phone call messages, the school webpage, and has a Facebook page to communicate with our families. The school informs families of events in the two primary languages that are spoken by our families. A Needs Assessment Survey will be sent home to our EL students' parents/guardians in January. The survey results will be brought back to our ELAC members for review, and the parent input will be taken to Site Council to be included in our Site Plan. As far as classroom communication, many of our teachers use Remind, Class Dojo, email, phone calls home and newsletters to communicate with parents.

Johnson Park Elementary School has fully implemented PBIS (Positive Behavioral Interventions and Supports) with school-wide behavior expectations and incentives. Morning Flag is a time where all staff and students meet prior to the beginning of the school day. This activity helps to build a sense of community as well as provides an opportunity to recognize students using our PBIS incentives. Monthly "Shining Star" lunches are held where two students are recognized from each classroom for positive behavior to have a special lunch with the principal. Tables are decorated, the students get a pizza lunch with a special treat provided by the principal along with a certificate, sticker and pencil. Music lightly plays in the background to help create an extra special lunch experience for the students. Another positive incentive that we have at Johnson Park is Game Room which is held on Friday afternoons. Students may earn a Game Room pass if their name is selected from the PBIS ticket raffle box. In addition to our PBIS incentives, we also recognize students at our trimester awards assemblies. Some of the interventions that Johnson Park has in place as part of PBIS are Check-In/Check-Out where students meet with our Student Support Specialists to assist them with positive transitions to their classrooms in the mornings. At lunchtime, students who receive a "detention" slip report to our Intervention Room where they meet with one of our Student Support Specialists and are involved in a social and emotional learning lesson. The goal is to help guide the students in reflecting on their inappropriate choices and help them come up with positive alternatives. We also offer social classes for small groups of students and in some cases whole classes are provided by our school counselor and intern school psychologist (who works closely with our school psychologist). Our upper grade students participate in Restorative Practices Circles where a safe environment is created for students to reflect, resolve conflicts and/or facilitate positive lines of communication.

Along with our academic and PBIS interventions and incentives, we have the "Girls on the Run" enrichment program slated to begin in February. This program is offered after school to our female students to help promote a positive self-image while training to run a 5K race in the spring. We also have 80 students enrolled in the STARS after school program where homework help, enrichment activities and a light supper are offered to students in grades first through sixth.

The entire staff at Johnson Park Elementary School is dedicated to student achievement and the social and emotional development of our students. We look forward to continued academic growth, continuing to develop a strong PLC and continuing to support our students. We invite you to attend our Open House/Spring Fiesta on Wednesday, May 6th at 5:00 p.m., to tour our campus and experience our amazing school, students, staff and families firsthand.

Respectfully submitted,

Tracy Pomeroy

Principal, Johnson Park Elementary School

TO: MJUSD-Pow Wow

**AO2020-44
May 30-31, 2020**

Thank you for choosing the Yuba-Sutter Fairgrounds for your event. By following a few simple guidelines, we can accommodate all of your rental needs. The Fair Staff is available to answer all of your questions.

Enclosed you will find the information pertaining to your event. The following items are dated and must be returned to our office by the date listed. Please try to get everything to us on time so that last minute problems can be avoided.

10/15/19 Rental Agreement must be signed (fronts and backs). A signed copy will be returned to you.

10/15/19 Security Agreement must be signed. A signed copy will be returned to you.

10/15/19 General Rules Form must be signed and returned with signed Rental Agreement.

PAID Non Refundable Reservation Fee \$100.00 Receipt #2800

02/20/20 Cleaning Deposit of \$200.00 must be in our office 90 days prior to your event.

03/30/20 Rental fees of \$800.00 are due 60 days prior to your event.

03/30/20 Security Fees of \$475.00 are due 60 days prior to your event.
(Security Provided by Fair required.)

03/30/20 Certificate of insurance is required 60 days prior to your event. The Fair can assist you with this coverage if needed. General Liability Insurance \$ 230.00. Alcohol Liability Insurance \$ Contact Office.

03/30/20 Total due \$1805.00 Insurance included if purchased through CFSA.

03/30/20 Alcoholic Beverage Permit /Alcohol Liability Insurance.

03/30/20 Building layout is required if renter is requiring more than just tables and chairs. However, Maintenance Staff finds layouts helpful for all events.

03/30/20 Special Permits. Check with Sutter County Health Dept. for selling of food. Check with Fire Marshal regarding aisle widths, boothing, or closure of any exits and doorways. Decorative Materials can be found on page 3 & 4 of the Tenant Rules and Guidelines.

**CANCELLATION 60 DAYS PRIOR TO EVENT MUST BE IN WRITING!
IN THE EVENT OF A CANCELLATION WITHIN 60 DAYS PRIOR TO A RENTAL, THE
SECURITY/CLEANING WILL BE FORFEITED BY THE RENTER.**

Please note that the deadline for all items checked is 03/30/20. Fair Staff will not be responsible for late or incomplete items. (Please see pages 5 & 6 of Tenant Rules and Guidelines). A returned item fee of \$35.00 will be assessed for each returned check. Please call if you have any questions. (530) 674-1280 or Fax# (530) 674-2196.

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Business Services Department
Approval: PK
Date: 1-10-20

RENTAL AGREEMENT

☐ FAIRTIME ☒ INTERIM

THIS AGREEMENT by and between the 13th District Agricultural Association, hereinafter called the Association, and MJUSD – Pow Wow hereinafter called the Renter,

WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on May 30, 2020 and ending on May 31, 2020.
2. **NOW, THEREFORE**, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Non-Refundable Reservation Fee \$100 / Cleaning Deposit \$200/North and South Carnival Lots \$800 /Event Staff \$475/Insurance (CFSA) \$230/Event on Electronic Marque – No Charge S/U Friday, May 29, 8 am – 3:30 pm / Event: Saturday, May 30, 11 am - 9 pm and Sunday, May 31, 11 am – 6 pm / C/U Monday, June 1, 8 am – 3:30 pm
3. The purposes of occupancy shall be limited to: Yuba Sutter Pow Wow and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;

ONE THOUSAND EIGHT HUNDRED FIVE Dollars and ZERO cents (\$1805.00) IN ADVANCE / Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates
**Clean up by Fairgrounds \$47 per man hour (deducted from deposit)

5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:
 - (a) Any money which may be payable to Association under this agreement;
 - (b) Any damage to Fair property; and utility charges, if any;
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions:

The following documents are hereby made a part of this agreement: Standard Terms & Conditions-Exhibit A, Insurance Statement Exhibit B, Sexual Harassment-Exhibit C, Yuba City Zoning Regulations-Exhibit D, Alcoholic Beverage Statement-Attachment #2, Security Statement-Attachment #3. **"In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above Written.

Association: 13th District Agricultural Association
Address: 442 Franklin Ave, Yuba City, CA 95991
Contact: (530) 674-1280, Email: info@ysfair.com

Renter MJUSD – Pow Wow
Address 4850 Olivehurst Avenue, Olivehurst, CA 95961
Phone: (530) 749-6196

By: _____
Authorized Signature of the CEO

By: _____
Authorized Signature of the Renter

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least **30 days** next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



Interim Rental Event Staffing Contract

This agreement by and between the 13th District Agricultural Association, hereinafter called the Association, and MJUSD - Pow Wow hereinafter called the Renter.
(Name of Renter)

The purpose of this contract shall be limited to Event Staffing Services to be provided on

May 30-31, 20 20. This event is a Pow Wow which will
(Date of Event) (Event type)

take place in Carnival Lots with expected attendance of 500 each day
(Name of Hall/Area) (Number)

The event will start at Sat 11am Sat 9 pm
Sun 11am Sun 6 pm
(Time) (Time)

Event Staff will START at Sat 10:30 am Sat 9:30 pm
Sun 10:30 am Sun 6:30 am
(Time) (Time)

of Supervisors: Sat 1 # of Staff: _____
Sun 1

Renter agrees to pay to Association IN ADVANCE the total cost of \$ 475.00 for Event Staffing Services.

Event staff supervisor reserves the right to call in additional staff if the event warrants it. The supervisor will inform the renter at the time and the renter will be responsible for the cost of the additional staff and billed accordingly.

In the event that event staff is required to stay past contracted hours, the renter will be billed at \$47 per hour per staff member/supervisor.

By signing this agreement you are agreeing to the terms listed above and understand that you will be responsible and billed for any additional hours that may be accrued on the day of your event.

Renter's Signature: _____ Date: _____

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Interim Rental Event Staffing Requirements & Rates

Event Staffing Purpose:

Event staff's purpose is to ensure that all fairground rental policies and guidelines are followed, provide a secure and safe venue for our clients, their guests and event attendees and provide general facility needs during the event such as access needs, temperature control, electric needs, equipment rental needs, etc.

Event Staffing Requirements:

Event Staff will be scheduled based on the building rented and/or estimated number of guests at a minimum ratio of 1:100

<u>Building Name</u>	<u>Minimum Staffing Requirement</u>	
Main Exhibit Hall	(3 guards)	(1 Supervisor)
Franklin Hall	(2 guards)	(1 Supervisor)
Palmer Hall	(2 guards)	(1 Supervisor)
Expo Hall	(1 guards)	(1 Supervisor)
Flower House	(1 guards)	(1 Supervisor)
Picnic Area	Depends on type of event	

Event Staffing Rates:

\$20 per Staff Member per hour

\$25 per Supervisor per hour

Event Staffing Cost Example:

Franklin Hall with less than 300 people in attendance.

Event Staff Required: 2 @ \$20 @ 6 Hours = \$240.00

Event Staff Supervisor: 1 @ \$25 @ 6 Hours = \$150.00

TOTAL EVENT STAFFING: \$ 390.00



ALCOHOLIC BEVERAGE STATEMENT

The Contractor/Renter shall abide by the rules listed below if ALCOHOLIC BEVERAGES are to be served or sold during their event on the grounds of the Association:

1. If Alcoholic Beverages are to be sold by the Renter or Renters agent at any time during the term of this agreement, Renter is required to provide the Association a copy of the proper documentation from the Alcoholic Beverage Control Division of the State of California (Alcoholic Beverage Sellers Permit) prior to the event(s). If Renter is unable to obtain the appropriate permit from the Alcoholic Beverage Control Division, then alcoholic beverages will not be allowed to be sold.
2. Any Renter selling alcoholic beverages on the grounds of the Association at an event that is open to the general public, as opposed to a private event such as a club function for members and guests only, the Renter will be required to have Yuba-Sutter Fair Security Guards on the premises during all hours of operation of the event. Events closed to the general public such as private parties are required to have Yuba-Sutter Fair Security for their own protection. Association Management reserve the right to require additional security at the event if deemed necessary.
3. At NO TIME are renters allowed to sell, or give Alcoholic Beverages to anyone under the legal drinking age (21 years of age) or to serve an obviously intoxicated person. Such selling or serving will constitute a violation of the Laws of the State of California, and will be grounds for revocation of the authority to have alcoholic beverages at their event on the grounds of the Association. Violation of this rule will also cause the Renter to have the privilege of future uses of Association's property revoked.
4. Liquor Liability Insurance in the amount of no less than \$1,000,000 will be required for any event open to the public. Such policy is to follow the Insurance Statement Requirements (Exhibit D) as stated. The policy is to be at the Association's office no less than two weeks prior to the Renters event. Association staff will check the policies for validity prior to allowing the event to take place on the Association's grounds.
5. All Concerts, regardless of size, where Alcoholic Beverages are being served or sold will be required to have Liquor Liability Insurance in the amount of no less than \$1,000,000 as state in the Insurance Statement (Exhibit D) with the proper information as shown.
6. The Renter is hereby cautioned against making sales or otherwise dispensing alcoholic beverages to guest or customers who are suspected of being intoxicated or who appear to becoming intoxicated.
7. The Association is not a partner or joint venture with any Renter in the selling of or serving of Alcoholic Beverages at any event unless so stated in a separate statement of facts signed by both parties prior to any such event. All Renters shall sign the HOLD HARMLESS CLAUSE as listed below if alcoholic beverages are to be sold or given away at event(s) covered by this agreement.

HOLD HARMLESS CLAUSE

RENTER agrees to indemnify and hold ASSOCIATION and the property of the Association including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Renter's occupation and use of said premises and facilities specifically including, without limitation, and claim, liability, loss or damage arising by reason of:

1. The death or injury of any person or persons, but not limited to, the Renter, or any person who is an employee or agent of the Renter, or the damage to or destruction of any property, including property owned by Renter caused or allegedly caused by some act or omission of the Renter or of some agent, contractor, employee, servant, sub lessee or concessionaire of Renter on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of the Association.
2. Any work performed on said premises or materials furnished to said premises at the instance or request of Renter or any agent or employee of the Renter.
3. Renter's failure to perform any provision of the agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political subdivision.

Signed _____

Renter

Date _____

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RENTAL RULES & GUIDELINES

It is the renter's responsibility to become familiar with all rental rules and guidelines. Renter will be held liable for all charges outlined in these rules and guidelines. The Renter's signature on the Rental Agreement signifies that he/she has read the Rental Rules and Guidelines and agrees to abide by them. Failure to abide by the rules will result in additional charges which may be deducted from the Rental Deposit and possible denial of future use of facilities.

EQUAL OPPORTUNITY:

The Fairgrounds is available for rental regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation or sexual orientation.

GUIDELINES FOR ACTIVITIES, DISPLAYS AND EXHIBITS:

It is the expressed purpose of the 13th DAA/Yuba-Sutter Fair to promote activities that are a positive influence to the residents and visitors of the Fairgrounds. To achieve this goal, we prohibit any activities, displays, exhibits or merchandise containing:

1. Scatological references;
2. Derogatory racial references;
3. Derogatory ethnic references;
4. Foul language;
5. Written, visual or oral presentation of human reproductive system and/ or process;
6. Inflammatory speech and/or actions.

All employees of the fair are required to adhere to those guidelines. Likewise, all users of the fairground facilities are provided a copy of this guideline and are expected to incorporate it in their activities. Lack of compliance with these policies will result in the removal of the activity from the grounds and forfeiture of fees paid.

ALCOHOLIC BEVERAGES:

1. Any tenant planning to sell alcoholic beverages must obtain a valid liquor license from the Department of Alcoholic Beverage control in Sacramento. During the function, the license must be posted at the bar serving area. Selling includes:
 - a. Direct sales of alcoholic beverages
 - b. Selling of drink tickets in exchange for alcoholic beverages.
 - c. Including alcoholic beverages in the price of a ticket for the function
2. As a general rule, anytime money is collected by the tenant and, in turn, the tenant provides alcoholic beverages, a liquor license is required. Please refer to Alcohol Management Policy Information sheet and Responsible Hospitality Guidelines.
3. If the Renter is serving alcoholic beverages, only the Host and Hostesses may provide alcohol at the event and all alcoholic beverages must be on the grounds prior to guest arrival. No alcohol will be permitted onto the fairgrounds after the scheduled event start time. ALL alcohol must be on the premises prior to the event.
4. No persons under the age of 21 years old are allowed to be served or to possess alcoholic beverages.
5. Alcohol service must be in a central location and served from behind a bar or counter by a person 21 years or older.
6. Alcoholic beverage service must cease 30 minutes prior to the scheduled event end time.
7. No metal or glass containers (other than kegs) are allowed on the grounds.
8. All beverages must be served in aluminum cans or disposable cups.
 - a. A toast at the main table utilizing glassware is acceptable. The event staff will coordinate the storage of the glassware upon completion of the toast.

AUTOMOBILE ACCESS:

1. Fire Marshall Regulations require that fire lanes be open at all times on the grounds.
2. No parking is allowed on the interior of the grounds except for the caterer, and during decorating or clean up.
3. All cars are to be parked in the appropriate parking lot. Autos are allowed on the grounds for loading and unloading only.
4. No autos may park on the lawns (exceptions are RV rallies, auto shows). Any damage to the lawns or sprinkler systems will be the responsibility of the tenant. Damage charges will include materials and labor and will be deducted from the rental deposit.
5. Unauthorized vehicles are subject to being towed at owner's expense.
6. The maximum speed limit when driving autos and golf carts on the fairgrounds is 10 MPH or less at all times.

BILLS:

1. Established events (those held annually and/or monthly): Bills are to be paid prior to the event.
2. Non-Established and new events: A Non-Refundable Reservation Deposit is to be paid upon securing the date(s) and the remainder of the deposit is to be paid 90 days prior to the event. Rental fees must be paid no less than two weeks prior to the event. In the event of a late booking (event booked less than 2 weeks prior to the event) all payments (deposit, rental, additional equipment, etc.) must be in the form of a money order, cashier's check or cash.
3. In the event that you acquire additional charges that exceed your Event Staff/Cleaning Deposit you will be billed for these charges and will be responsible for making payment in full to the Association.

BUILDING CAPACITY LIMITS:

1. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the mandated occupancy maximum limit outlined below.
2. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff. No refunds will be made under these circumstances.
3. Maximum Building Capacity limits are as follows;
 - a. Main Exhibit Hall: Assembly 2320, Dining 500 to 1082 dependent upon setup
 - b. Franklin Hall: Assembly 750, Dining 325 to 500 dependent upon setup
 - c. Palmer Hall: Assembly 400, Dining 225 to 250 dependent upon setup
 - d. Expo Hall: Assembly 400, Dining 200

CLEAN-UP RESPONSIBILITIES:

1. Refer to the Facility Checklist – Exhibit B, which indicates the areas to be cleaned by the renter. Some typical clean up charges are:
 - a. Tables and/or chairs stacked dirty or incorrectly.
 - b. Bathrooms require detailed cleanup (i.e. writing on the stalls/walls, paper thrown on the ground)
 - c. Grounds surrounding area need clean up (bottles, cups, etc.)
 - d. Balloons/decorations still up.
 - e. Shoe prints on walls from attendees leaning against walls.
 - f. Gum, tape residue and food on floor (requires scraping of floor).
 - g. Floor damage (sand displays & equipment marking floors)
 - h. Dust mops and mops will be provided for clean up.
2. The bar area must be cleaned and all alcoholic beverages removed at the conclusion of the event.
3. Any left-over ice that is dumped on the grass outside the buildings must be spread out over a large area. Piles of ice will kill the lawn and could result in an additional charge to replant grass.
4. The building must be cleared of all items brought in by tenants (ie. BBQ's, signs, banners, etc.), immediately following event, once tenant vacates premises. Any items left become the property of the 13th District Agricultural Association (Yuba Sutter Fair), to be disposed of at our discretion.
5. The event staff working the event has no authority to determine the condition of the facilities after the renter has completed the clean-up.
6. The night-time event staff is not qualified to judge the clean-up condition of the building. The Facility Evaluation will be completed by the fair staff on Monday morning following your event.

COOKING OIL/COOKING WATER:

1. Responsibility of renter for removal of waste oil, contaminated water (water with oil, other items) from facility in accordance with the State law. No oil is to be disposed of in any sink. No scalding water, water/salt, water/oil combination or other hot liquid is to be dumped on the lawns or grounds.

CURFEW:

1. All tenants must plan their event accordingly to comply with the curfew as denoted under the Hours of Rental Events in the rules.

DAMAGES:

1. As the tenant of the facility, you are responsible for any damages that occur to the area in which you have rented/occupied.
2. As the tenant you are responsible to pay for these damages (even if they are caused by someone who is attending your event).

DECORATING/DECORATIONS:

1. All drapes, hangings, curtains, drops, and all other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard shall be made from a nonflammable material, or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved by the State Fire Marshall."

2. We recommend when utilizing Crepe Paper for decorating to use with care and attention. When Crepe Paper becomes wet, the color in it bleeds and it will stain the floor. If this happens, you will be charged for the material and the labor to remove the stains.
3. NO confetti, glitter, or other small paper, plastic, food, etc. items (this includes rice) may be used in the buildings or outside. If confetti, glitter or other small paper or plastic items are used you will forfeit your cleaning deposit in full. For wedding receptions, birdseed is the ONLY item allowed to be used and ONLY outside the buildings.
4. It is necessary for us to restrict these items. Those tenants who do not abide by this and other rules are subject to a clean-up fee to be determined by Management and possibly be banned from further use of the facility.
5. Decorations may not be attached to the buildings, floors, table or other fair property using nails, staples, tacks, scotch tape, duct tape, masking tape or paint. Many party supply businesses have alternative methods of securing items. In addition, the Fair has ceiling clips available to hang items from the ceiling. Indicate how many you will need on our Facility Reservation Form.
6. All decorating materials must be removed by the tenant at the conclusion of the event, unless other arrangements have been made. Fair is not responsible for any decorations left in the building. The tenant will be charged for clean up of decorations by Fair Staff.
7. No masking tape, duct tape, staples, or pushpins are to be used on tables, floors or walls. Party supply businesses have alternative methods of securing items. Items used to secure items are to be taken down.

DEPOSIT:

1. A Rental Deposit is required for use of any facility at the Fairgrounds. This amount, or a portion of, will be refunded no earlier than 30 days following the event. All attempts will be made to refund the amount due to tenant at the earliest possible time. Rental charges for any additional equipment, cleaning, facilities, material, damages, or labor will be deducted from this amount.

DISTURBANCES:

1. If a disturbance occurs during your event and action is taken by a law enforcement agency(ies), the tenant will be charged at the current hourly rate of the agency(ies) and the tenant's event is subject to closure. No refunds will be made.
2. In the event that tenant's activities disturb, disrupt or negatively affect other events on the grounds, tenant's event is subject to closure. No refunds will be made.
3. In the event that tenant's activities result in Fair Staff monitoring their event for any reason, the tenant will be subject to charges resulting from this monitoring at the current labor rate.
4. Fair Staff will attempt to minimize any negative impacts on events held on the facilities but will not be held responsible for actions of other tenant's activities.

ELECTRICITY:

1. Tenants whose event, which includes but are not limited to concerts, trade shows and dances with large amounts of sound equipment, which require extreme amounts of electricity are subject to an additional utility fee.

EQUIPMENT, ADDITIONAL

1. Each building rental fee includes a specific amount of tables, chairs and staging. Any additional tables, chairs, staging or additional equipment will be provided at the current rental rate.

EVENT STAFFING:

1. Fair Event Staffing is required for ALL event's when serving /selling alcohol. Event staffing fees are in addition to the building rental fees and will be quoted at the time of the rental reservation and based on the listed attendance and hours of the event.
2. Event staff's purpose is to ensure that all fairground rental policies and guidelines are followed, provide a secure and safe venue for our clients, their guests and event attendees and provide general facility needs during the event such as temperature control, electric panels, light switches, equipment rental needs, etc.
3. Event Staff will be scheduled based on the building rented and/or estimated number of guests at a minimum ratio of 1:100. The Fairgrounds reserves the right to require any number of Event Staff deemed necessary for a safe and enjoyable event.
4. The minimum number of Event Staff per building is as follows and may not be adjusted for any event without approval by fair management:
 - a. Main Exhibit Hall: 4 Event Staff
 - b. Franklin Hall: 3 Event Staff
 - c. Palmer Hall: 3 Event Staff
 - d. Expo Hall: 2 Event Staff
 - e. Flower House: 2 Event Staff
 - f. Outside Venues: To be determined by management

5. Event Staff will monitor and track the number of guests for each event and only allow entry of the contracted attendance level listed for the event.
 - a. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the fire marshal mandated occupancy maximums outlined in this document.
 - b. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff.
6. Event Staff Supervisor reserves the right to call in additional guards if the event warrants it. Renter will be informed of the increased staffing needs and the renter will be responsible for the additional event staffing needs to the fair, which may be subtracted from the event deposit.
7. In any event, that requires event staff to stay longer than the listed contracted hours, the renter will be charged at \$47 per hour/per staff.

EVENT INFORMATION:

1. Information required prior to your event:
 - a. Signed Rental Agreement
 - b. Signed Event Staffing Agreement
 - c. Proof of Liability Insurance.
 - d. Signed copies of the Alcoholic Beverage Statement (If applicable)
 - e. Copies of ABC permit when serving alcohol (if applicable)
 - f. Floor plan – Must be received 2 weeks prior to event. If not received two weeks prior to your event, Fair Staff is unable to guarantee that equipment will be available for your use. In addition, any changes made within 2 weeks prior to your event may be subject to additional charges.

FACILITIES RENTED:

1. The rental agreement specifies which area(s) tenant has contracted for. Tenant's activities are limited to that area(s). Unless specified, lawn and other outdoor areas are not included in Rental Agreement. In the event that tenant's activities or guests utilize outside areas, tenant will be subject to additional charges for those areas.
 - a. No inter-mingling or mixing of guests with other events happening at the same time are allowed.

FACILITY RESERVATION FORM:

1. Any individual, organization or business requesting use of facilities must complete a Facility Reservation Form. This form indicates to Fair Staff your equipment needs, building needs, staging, etc. Failure to turn in this form within the requested period of time, your event may result in equipment and labor for set up not being available.
2. In addition, if any charges are made to the original form, such as increased tables/chairs, additional staging, etc., within two weeks prior to your event, the fair staff cannot guarantee that these changes can be met. However, whenever possible, the staff will try to accommodate these changes if possible. Fair staff will not be responsible for guaranteeing additional equipment/labor when Fair Office is notified within two weeks prior to your event.
3. It is highly recommended that any changes to your original plans be submitted in writing to the Fair Office.
4. Fair Staff will not be held responsible for insuring that additional equipment/labor is available when Facility Reservation Form is not turned in within the requested period of time.

FEES:

1. Additional amounts will be charged for any of the following:
 - a. Changes in original, requested set up (labor charges).
 - b. Clean up (including labor and supplies). Refer to the clean-up guidelines.
2. Deposit: A non-refundable reservation fee must be paid at the time the facility is reserved. A Rental Deposit must be paid in full 90 days prior to the event.
 - a. When deemed necessary, an additional rental deposit (amount to be determined by Management) shall be required and collected prior to the event.
 - b. Deposits will be forfeited if event is cancelled less than 60 days notice to the Fair office.
 - c. Deposits will be forfeited if confetti or glitter is used in decorating for your event.
 - d. Deposits, or portions thereof, which are due tenants will be returned no earlier than 30 days following the event.
 - e. If having 2 or more major events within a year you must pay Reservation Fee and Rental Deposit at the time of making your reservation.
3. Rental fees: Rental fees and a signed contract must be in the Fair Office no later than 60 days prior to the event. The signed contract must be in the Fair Office no later than 15 days after receipt of contract.
 - a. Payment may be made with a personal check, cash, money order or cashiers check when paid 2 weeks prior to the event.
 - b. Payment must be made with cash, cashiers check or money order when event is booked less than 2 weeks prior to the event.

- c. Additional equipment/labor: Any additional charges known in advance are due and payable at the time of payment of rental fee. Any additional fees are due and payable immediately following event.
4. Rental fees include: Empty building, specific number of tables and chairs (indicated on building plan and contract) and a kitchen. Any additional items your event requires (ie. stage, PA, portable bar, etc.) must be requested by tenant's renter at the time of booking or no less than two weeks prior to the event.

FIRE MARSHALL REQUIREMENTS:

1. All fire regulations as prescribed by the State Fire Marshall must be strictly observed. The following rules must be met and hazards corrected before opening to the public. The Fire Marshall has the authority to make a detailed inspection prior to your event opening.
 - a. Special Permits: The Fire Marshall shall be advised of any of the following circumstances at least 15 working/business days prior to your event:
 - (1) Use of tents or other similar fabric enclosures or over-head cover by ten or more persons for any purpose.
 - (2) Demonstration or operation of any heat producing device or sources of ignition, including but not limited to heaters, stoves, barbecues, lanterns, internal combustion engines, candles, torches or any other open flame device.
 - (3) Display or use of a motor vehicle(s) within a building, tent or similar fabric enclosure or overhead cover. NOTE: All motor vehicles on display shall have battery cable disconnected and taped, fuel tanks not more than 1/4 full and provided with locked caps or sealed in a manner approved by the State Fire Marshall. Wheel locks may be required.
 - b. BBQ's that are used for an event must not be placed under any porches, eaves or overhangs of the buildings.
 - c. Exiting: Exits, aisles, ramps, corridors and passageways shall not be blocked nor have their required width obstructed in any manner by exhibits, chairs, equipment or anything whatsoever; nor shall they be blocked by persons.
 - d. Exits, exit lights fire alarm sending stations, wet standpipe hose racks and fire extinguisher locations shall not be concealed by any decorative material.

FIREWORKS/FIREARMS:

1. Fireworks or Firearms are not allowed on the grounds without prior written approval from Fair Management.
2. Gun shows will be subject to the rules and regulations established by State and the 13th DAA Board.

FLYERS:

1. Unauthorized distribution of "flyers" on any fairgrounds property (including the parking lots) is forbidden.

GUESTS ACCESS:

1. No entry will be allowed after 10:00 pm.
2. Re-entry will only be allowed with event staff approval.
3. Minors attending events will not have in and out access after 9 pm unless accompanied by a parent.

HAZARDOUS EVENTS:

1. The following activities are classified "Hazardous in Nature" and require special documentation:
 - a. Fireworks
 - b. Automobile or Motorcycle races, tractor/truck pulls, destruction derbies, mud bogs, mud racing, thrill shows and truck rodeos.
 - c. Rodeos, team roping and penning, carnivals, circuses, pony and other animal rides, trick riding, trackless trains, hot air balloons, petting zoos, pig races, trapeze, spin wheel or acrobats, dog training classes, bungee cord jumping and trampoline use.
 - d. Roller derbies, roller-skating, skateboards, boxing matches and wrestling.

HOURS OF RENTAL EVENTS:

1. Facility Rental Event Hours include:
 - a. Monday thru Thursday: 8 am thru 11 pm
 - b. Friday thru Saturday: 8 am thru 12 Midnight
 - c. Sunday: 8 am thru 10 pm
 - d. Outside events will close down at 10 pm Friday and Saturday, and 9 pm Sunday thru Thursday unless otherwise authorized by Fair Management.

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INSURANCE:

1. Tenants are be required to provide evidence of insurance protecting the legal liability of the State of California, the California Fairs Insurance Authority, the 13th District Agricultural Association, from occurrences as to bodily injury and property damage. Additional information including amount of coverage required items to be listed on the Certificate of Insurance and alternative sources of insurance can be obtained from the Fair Office.
2. Event Insurance may be purchased through the California Fair Services Authority at the fair office.
3. ALL Events must have the proper limits of insurance and a Certificate of Liability naming the 13th District Agricultural Association as an additional insured and must be on file at the fair office prior to the event taking place.

ITEMS NOT PROVIDED BY FAIR:

1. Tenants must furnish their own ashtrays.
2. Tenants must furnish their own ladders.
3. Tenant must furnish their own table and stage skirting unless other arrangements have been made.

KITCHEN FACILITIES:

1. All buildings have kitchens with stoves, refrigerators, sinks etc. with the exception of the Flower House. Tenant's ARE NOT to use warming plates for cooking of any food or as a grill.

MARQUEE INFORMATION:

1. Each building has a still marquee available to advertise your event (between 20 to 25 letters are available depending on the building rented).
2. We offer event advertising on the Digital Marquee Sign located on the corner of Franklin and Garden Highway. Additional fees apply. Information and application available at www.ysfair.com

MISCELLANEOUS:

1. Management reserves the right to deny privileges or access to persons breaking any of these rules.
2. Facility rental does not include lawns or garden areas unless specified on the rental agreement.

PETS:

1. Pets are not allowed on the fairgrounds during rental events except for Service Animals and animal type events.
2. Service animals are welcome. Service animals are animals that are individually trained to perform tasks for people with disabilities – such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. All other animals/pets are prohibited.
3. Unauthorized animals seen on the grounds will be removed and transferred to the local animal shelter or a local boarding facility at the owner's expense.

RENTAL AGREEMENT:

1. Tenants whose signature appears on the Rental Agreement must be 21 years old as of date of event.
2. The individual whose signature appears on the Rental Agreement is responsible for fees and charges related to event.
3. No Rental Agreement is valid without the signature of the Tenant and Manager of the Fairgrounds.
4. No tenant may gain access to facility unless a signed Rental Agreement is on file at the Fair Office, and all fees and other requirements have been met.
5. Submission of a Facility Reservation Form does not indicate a contractual agreement for use of facilities.
6. Rental Agreement must specify exact activities to be held during tenant's event. If any hazardous events are to be incorporated into tenant's event, the activity must be listed on contract. See Hazardous events.

RESTROOM MAINTENANCE:

1. Custodian duties do not include maintaining restrooms. Tenant is responsible for keeping paper towels in garbage cans, sinks clean of paper and other items.
2. Prior to your event, all restrooms will be stocked with paper supplies. For events lasting more that 1 day. Fair will restock supplies daily.
3. Custodian will supply extra garbage bags upon request. Tenant is responsible for removing full bags of garbage from the cans. Tenant is to place full bags outside building by kitchen and custodian will remove them.

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SET UP/DISMANTLE:

1. Set up day prior to the event must be PRE-ARRANGED. Weekend setups will be equal to a half-day rent. Weekday set ups will be \$150 for all halls except MXB is \$250. Setup times are 8 am – 3:30 pm. Set up after 3:30 pm on weekdays will entail a cost of \$25 per hour up to 10 pm.
2. Heating and cooling will not be provided during set up/dismantle days. A minimal amount of lighting will be turned on during set up/dismantle days.
3. Fair Staff is available to set up and/or dismantle for tenant's event at a charge of \$47 per hour. THIS MUST BE PRE-ARRANGED. This includes DJ, Caterer, Etc. Tenant MUST provide the Fair Office with a floor plan when returning the signed contract.
4. Changes to floor plan must be made 2 weeks prior to event in writing.
5. Changes to floor plan within 2 weeks of event will not be the responsibility of the Fair. Although all efforts will be made to accommodate changes, due to the large number of events held each weekend on the grounds, equipment/labor may not be available.

SOUND:

1. Maximum sound level is 90 decibels at 100 feet from the stage. Decibel readings will be monitored by Fair Event Staff.
2. Music must cease 15 minutes prior to the scheduled event end time.

SUPERVISION:

1. Tenant is responsible for providing supervision of children and people attending tenant's event. In the event that Fair Staff must supervise children or people (this includes having to inform children or people to remain inside the tenant's rented facilities), tenant will be charged for labor at the current rate.

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(Revised 11/2018)



FACILITY CHECKLIST FOR RETURN OF RENTAL DEPOSIT

The following is a check-out list of items that we look at following each event on the fairgrounds. Any clean up required by the fair staff will result in a decrease in the rental deposit amount returned to you. First and foremost, in order to receive the full deposit amount, you must leave the building in the condition you received it.

MAIN HALL CLEANUP

- ☐ **Tables:** Clean trash off all tables. Tape, staples, push pins, and like items are not to be used on tables. Tables must be wiped down if dirty. Stack tables neatly on table racks. Tables stacked upside down. Same size tables in one stack. Any broken/damaged tables are to be set aside.
- ☐ **Chairs:** Clean any that are dirty and stack on chair racks. Follow stacking instructions given by Maintenance Staff.
- ☐ **Bars:** Clean and wipe all bars.
- ☐ **Tables & Chairs Racks:** When full, can be left out in the main hall. Fairgrounds Staff will put them in storage room at no charge.
- ☐ **Decorations:** NO CONFETTI OF ANY TYPE. All decorations are to be removed from walls, ceiling, stage, bar etc. All tape, staples, push-pins are not to be used for tables or walls. Party supply businesses have alternative methods of securing items. Items used to secure decorations are to be taken down. Ceiling clips borrowed from Fairgrounds are to be left on the kitchen counter.
- ☐ **Walls:** Wipe any spills or footprints. Tape, staples, push pins and alike items are not be used on walls.
- ☐ **Dumpster:** Trash is to be placed in dumpster located outside of building. If dumpster is full, leave trash in barrels and Fairgrounds Staff will remove at no charge. Trash barrels may be left outside building.
- ☐ **Floor:** Sweep, carefully remove any food spills, gum, stickers or other items on floor. Mop the floor area with clean hot water.

KITCHEN AREA CLEANUP

- ☐ **Trash:** Dump all trash in dumpster located outside of kitchen door.
- ☐ **Wipe Down:** Counters, work tables and wipe down walls if food is splattered on them.
- ☐ **Stove:** Clean stove-top and ovens of all food spills. It is recommended that renter brings aluminum foil to line ovens to make clean up easier.
- ☐ **Refrigerator:** Clean interior and exterior and freezer. Clean any spills, remove all food and dump ice in dumpster.
- ☐ **Sinks:** Clean any food left in sinks and remove stains. Kitchens DO NOT have garbage disposals therefore DO NOT put food down drain. Renter will be charged for service of clearing drains if professional service is required.
- ☐ **Floor:** Sweep and mop with clean hot water.

RESTROOMS CLEANUP

- ☐ **Trash:** Pick up trash and sweep floors. Depending on use of bathrooms (restrooms not abused by renter such as not using urinals, sinks overflowing, etc) Fair Staff will clean sinks and toilets at no charge. Based on the abuse, a cleaning charge will be deducted from deposit or renter will be billed if deposit amount does not cover the cost of clean-up and/or repair.

OUTSIDE:

- ☐ **Trash:** Pick up all trash that was carried outside of the building. This includes adjoining lawns & walkways.
- ☐ **Lawns:** You are responsible for insuring no one attending your event drives on the lawns. We have an automatic sprinkler system in the grounds. Any damage to this or the lawn will be charged to the renter.

The night-time event staff is not qualified to judge the condition of the building. The Facility Evaluation will be completed on Monday morning following your event, unless building is rented on Sunday for another event. We appreciate your cooperation in returning the building to the condition in which you received it. Thank you for using the Yuba-Sutter Fairgrounds for your event. We hope that you had a great customer service experience and will return in the future.

STANDARD CONTRACT TERMS AND CONDITIONS

1. **National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC Section 10240.5, 10381)** If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

9. **Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be:

(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

(2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

(3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.

- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

EXAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

The insured name must be the same as the renter's name on the rental contract

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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			Effective Dates must cover the event date(s).		EACH OCCURRENCE \$ Limits need to be Each Occurrence
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Must appear exactly as listed below and include the appropriate event date(s):

Event Dates:

The 13th District Agricultural Association of the State of California, their directors, officers, agents, servants, and employees are made additional insured but only insofar as the operations under this contract are concerned.

CERTIFICATE HOLDER

CANCELLATION

* Must appear exactly as listed below:

13th District Agricultural Association
Yuba-Sutter Fairgrounds
442 Franklin Avenue
Yuba City, CA 95991

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

Signature is Required

California Security Services Inc.
DBA



Universal Security

5548 Feather River Blvd
Olivehurst, Ca 95961
Phone: (530) 749-0280 Fax: (530) 741-9194
License # PPO 14694 / DVBE# 00321131



Security Service Agreement

This agreement, made and entered into this 28th day of January, 2020 between American Indian Education Program, (herein referred to as the Client), and California Security Services, Inc. DBA Elite Universal Security, 5548 Feather River Blvd, Olivehurst, California 95961, (herein referred to as the Contractor).

Purpose

WHEREAS, The Client requires security service at POW WOW EVENT, Marysville Youth Center – B street Marysville, CA herein referred to as the "Site", and any area under the administrative control of the Client and desires to engage the services of the Contractor.

WHEREAS, The Contractor is a professional security service provider and desires to provide the services required by the Client.

NOW, THEREFORE, in consideration of the agreement hereinafter set forth, the parties do hereby agree as follows:

I. General Information

1. The Client hereby engages the Contractor to provide security service in accordance with the terms of this contract for the site, which is controlled by the Client. This is a non-exclusive contract and the Client retains the right to use other security services at other locations where the Contractor is not engaged. The Client shall not hold the Contractor liable for any arrangement with other contractors.
2. The Contractor shall furnish a trained, unarmed, uniformed, part time, protective security service for the Client with oversight from the Client's designee at the site. The security personnel will be employees of the Contractor who shall pay all wages, expenses, payroll taxes and other similar expenses for these employees. The Contractor shall comply with all federal, state and local employment laws, rules, regulations and ordinances relative to such employees, including wage and opportunity laws, worker's compensation laws, immigration laws, equal employment opportunity laws, and occupational health and safety laws. The Client, his designee or management-authorized personnel will represent the Client in all matters covered by this contract.
3. The security officers assigned shall perform the following general security duties:
 - a. The Contractor, will provide security for client, guests, guards and facility while at POW WOW. This may include but not limited to foot patrols of the interior and exterior of the building, parking lot, entry control.
 - b. The Contractor will instruct security officers to patrol the assigned area, observe activities, conduct routine rounds and complete any necessary reports.
 - c. It is understood that good public relations are an important aspect of each security officer's duties. The security officers shall conduct themselves with a friendly and helpful demeanor.

All prices listed are at the 6% cash discount rate.
Credit Card charges will be processed at the undiscounted rate.

Contractor Initials 1
Client Initials _____

d. Security officers will report immediately to representatives designated by the Client any unusual incidents, hazardous conditions, accidents, defects, suspicious activities or criminal activities observed during the shift.

e. Security officers will perform such other duties and enforce rules and regulations as are mutually agreed upon by the Client and Contractor in writing.

f. The officers will assist in maintaining a safe and pleasant environment for the client, guests, officers and facility.

g. The officers have final decision on entry control, should a person become a problem whether they are intoxicated or not they may be asked to leave the facility immediately or law enforcement will be summoned.

h. Should in the opinion of the supervising office in order to maintain the safety of the officers, guests, client or facility additional officers are needed they maybe summoned at an additional cost of the emergency call out rate listed in Section V,1,b of this contract or the contract is subject to immediate cancellation.

i. Should the total head count of the event exceed **TBD** people the contract will be considered void for breach – this falls under a safety issue for the officers, guests, client and facility. Wristbands may be used to determine head count.

j. Elite will not be held responsible for any damages or injuries resulting from fighting, drinking or any other misconduct directly out of the control of the officers.

k. All alcohol sales or distribution will be terminated **45** minutes prior to the end of the event.

l. The security is for the event listed: American Indian Education Event – POW WOW

4. Contractor shall hire all security officer personnel and shall be responsible for the payment of all wages, appropriate expenses, employer's contribution to Social Security taxes, Medicare taxes, federal unemployment taxes, state unemployment taxes, state employment training taxes, state disability insurance and any other taxes imposed on, or required for payment by, an employer by any governmental entity.

(a) All security officers shall be under the direction and control of Contractor. Contractor shall have the right to assign such security officers as it sees fit in order to provide the necessary services, unless otherwise mutually agreed upon by the parties in writing. Contractor may change security officers at will. Upon reasonable request by Client, Contractor shall reassign its employees as long as such request does not violate any applicable state or federal law.

(b) Contractor shall provide its security officers with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(c) All security officers shall be employees of Contractor or subcontractors to Contractor and shall not be deemed to be employees of Client.

5 **Property:** (a) Any and all property, equipment and supplies furnished by Contractor to provide the services hereunder shall remain the property of Contractor and Contractor shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) Any and all Client -owned equipment and supplies provided to Contractor to aid in providing the services hereunder will be given proper care by Contractor and returned to Client on demand in original condition, normal wear and tear excepted.

6. **Notification Of Hazards:** Client agrees to notify Contractor of any physical or environmental hazards on or about the premises to which exposure could lead to injury or illness of Contractor's employees.

7. The Contractor has adopted a comprehensive Security Orders and Policy Manual. All security officers will be aware of and comply with the contents of the manual.

8. **Anti-Raiding Provision:** Client acknowledges that Contractor had made and continues to make a substantial and increasing investment in the search for, screening, recruitment, uniforming, training and supervision of each of its officers and supervisors; that each is a valuable and unique asset of Contractor and that replacement of even one such person requires expenditures of great amounts of time and resources. Client also acknowledges that Contractor assignments of its personnel to the managers facilities, fostering amongst them loyalty to the Client, and ingrainning knowledge of those facilities, makes such

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personnel particularly susceptible to direct or indirect employment by the Client. Therefore, except with Contractors written consent:

a. During the term of this agreement and any extension thereof, and for a period of six (6) months following any termination of this agreement, neither the Client nor the Contractor shall not, directly or indirectly, hire, solicit, or encourage to leave the Client or Contractor's employment, any employee, consultant, or contractor who has left the Client or Contractor's employment or contractual engagement within one (1) year of such employment or engagement.

b. Client will not hire any other security firm that employees and assigns to any Client's facilities any person who was in the employ of Contractor and, as such, was assigned to any of the Client's facilities, within a period of 180 days before Client's hiring of such firm.

9. Remedy: In the event of Client's breach of the foregoing paragraph 6, continuing for more than three days after receipt of Contractor's written notice of breach, Client will pay to Contractor, as liquidated damages, the following sums for each such former Contractor employee, employed and assigned to any of the Client's facilities either by Client or by a successor firm hired by the Client:

a. \$2000.00, if the former Contractor employee was an officer when last employed by Contractor and;

b. \$4000.00, if the former Contractor employee was a supervisor when last employed by Contractor.

The forgoing provision is not intended as a penalty; rather, the sums stated are the parties' best estimate of Contractors actual cost of replacing an officer or supervisor, respectively and, therefore, of the actual damage to Contractor, per such person that would be occasioned by the Client's breach of the forgoing paragraph 6.

10. Hours and Staffing:

a. The Client and the Contractor shall jointly determine the schedule of security man-hours and coverage. Upon agreement, the staffing level shall be conclusively deemed for all purposes to be a material representation by the Client to the Contractor that the staffing level is one, which will provide full and adequate security to the location.

b. The Client has the right to change hours and coverage by contacting the Contractor seventy-two (72) hours in advance of any proposed change. Any change by the Client to the Contractor's scheduled hours must be followed with a signed, written request or signed fax within twenty-four (24) hours to the Contractor's home office at 5548 Feather River Blvd, Marysville California 95901, fax (530) 741-9194.

c. The scheduled number of man-hours is **6** man-hours.

d. The tentative schedule will be **1** officer from **1200 to 1800** hours on February 15, 2020.

11. Confidentiality: The Contactor agrees that neither the Contractor, its employees nor agents shall disseminate any information, which is designated in writing by the Client as a trade secret, or confidential information. Client agrees that neither the Client, its employees nor agents shall disseminate any information, which is designated in writing by the Contractor as a trade secret, or confidential information. The parties agree that a breach of this provision shall be grounds for immediate termination of this agreement.

12. Insurance, Indemnity, and Warranty:

(a) Contractor shall provide and maintain at its cost broad form commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the time period of the services provided by Contractor.

(b) Client agrees to assume all risks of loss or damage to its premises, business, and property and to property of others on Client's premises occurring as result of fire, theft or other casualty and Client its right of recovery against Contractor for any such loss or damage however caused. Additionally, Contractor assumes absolutely no responsibility for losses of any type occurring at jobsites that are incapable of being physically secured (e.g., open areas where the general public has unfettered access.)

(c) Contractor shall defend, indemnify and hold harmless Client, its agents and employees from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims arise out of the performance of services under this Agreement and were caused by the sole negligence of Contractor, its employees or agents

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while acting within the course and scope of their duties and authority. In no event shall Contractor be liable for any Claims caused in whole or in part by acts or omissions of Client (including any defect on the premises) or its respective employees or agents, or for consequential or incidental damages or loss of profits. In no event shall Contractor defend, indemnify or hold harmless Client for any Claims resulting from any injury or death sustained by any employee of Contractor, and the obligations set forth above shall not be construed as a waiver of the statutory protections afforded to Contractor by any and all applicable worker's compensation laws or statutes.

(d) Subject to the preceding paragraphs, above, Client shall defend, indemnify and hold harmless Contractor, its agents or employees from and against any and all Claims resulting from, or alleged to be resulting from, the active or passive negligence or willful misconduct of Client in connection with the property and/or Contractor's performance of its services hereunder, including any non-standard services (i.e., not specified herein or in any written Post Orders) performed by Contractor at the request, direction or on behalf of Client.

(e) In the event of a loss or damage to the property, facilities or equipment of Client, or facilities or equipment of others on the property, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by Contractor.

(f) The indemnity obligations of Contractor and Client set forth herein shall survive the expiration or termination of this Agreement.

(g) Client waives any and all rights of subrogation that Client may have and/or that any insurer of Client may have against Contractor.

(h) Client shall give written Notice to Contractor of any Claims or potential Claims of Client arising out of or relating to this Agreement within 30 days following the date of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall be instituted or maintained against Contractor by Client unless notice of such Claim shall have been given by Client to Contractor in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against Contractor unless said action shall have been instituted not later than 12 months following the date of the occurrence giving rise to such Claim.

(i) Contractor will maintain worker's compensation insurance coverage in the amount required by law. The policy number is 5300001178.

(j) Client recognizes that Contractor is not an insurer of property or persons and makes no warranty, express or implied, that the services provided will prevent loss, damage or injury to Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

(k) Elite may not be held responsible liable for the inability to fulfill contract due to natural disaster, extreme weather conditions or any other circumstance which may place Elite Universal Security, its employees or equipment in legal jeopardy or unreasonable physical danger.

13. Client Vehicles: If Client requires Contractor personnel to use any vehicle or operate any equipment during the course of security officer duties, other than the security officer's own personal vehicle or a vehicle provided by Contractor, Client agrees that its insurance is primary and non-contributory and to carry comprehensive fire, theft, collision and liability insurance on its vehicles. Client waives all rights of subrogation of any Claim arising under the permissive use by Contractor of Client's vehicles and agrees to defend, indemnify, and hold harmless Contractor, its agents and employees from and against any Claims resulting from the authorized use of any of Client's vehicles.

14. Service: The Contractor agrees that the security services covered by this agreement shall be performed in accordance with accepted security practices and standards.

15. Terms:

a. The term of this agreement shall be for a period of **six hours**, effective the **15th** day of **February, 2020**. After this **six hour** period, the contract shall be terminated as well as all insurance coverage unless agreed upon by both parties in writing.

b. The Client and Contractor shall, upon learning of changes to the federal or state minimum wage law, enter into negotiations at the earliest possible convenience of both parties concerning adjustments to compensation. Any agreed increase to the terms for compensation between the Client and the Contractor shall be effective concurrently with the new minimum wage effective date, unless a different effective date is agreed upon by both the Client and the Contractor and the contract is then amended.

c. With Cause: Elite party may terminate this agreement immediately in the event the Client or Contractor fails to comply with any terms of the agreement.

d. Upon termination by Client, Contractor shall cease all work and or services in site and shall return or leave all Clients property (equipment, keys, supplies, codes or passwords, documents, resident/tenant information, etc.) If this

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agreement is terminated pursuant to Section 15 (a) or (c), Contractor shall prepare a final bill for any unpaid services. Final payment to Contractor shall be provided within fifteen (15) days from receipt of the final bill.

- e. **Suspension of Services:** The client or Contractor may, at any time, cease or periodically suspend the Contractor's services and activities for its convenience with written notice at least 48 hours in advance to the Contractor or Client.

16. No Third Party Rights: Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

17. Waiver: The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

18. Invalidity Of Provisions. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

19. Security Audit: If during the term this Agreement is in effect, Contractor conducts a security survey of Client's premises and provides any recommendations for changes in policies and procedures to Client for improvement of security conditions, the Client shall comply with all reasonable recommendations made by Contractor or advise the Contractor in writing of Manger's reasons for declining to make changes in accordance with such recommendations. Should Client decide not to implement Contractor's recommendations, Contractor may immediately terminate this Agreement and any indemnity obligations Contractor has under this Agreement shall immediately cease and terminate.

20. Force Majeure: The obligations of Contractor hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Contractor's reasonable economic control.

II. Administrative and Professional Support

1. The Contractor will provide adequate supervision for all shifts at the site to ensure compliance with the terms of this agreement.
2. The Contractor shall have enough qualified and trained security officers to assure effective staffing.
3. The Contractor shall maintain records of security officer work activities, inspection notices and findings, and any other records agreed to in writing by the Client and the Contractor.
4. The Contractor shall be responsible for routine repairs and maintenance of radios or replacement, thereof at the Contractor's discretion, due to ordinary wear and tear.

III. Minimum Training Requirements

1. The Contractor will assure each security officer successfully completes a training program approved by the State of California.
2. The Contractor will assure all security officers are licensed by the State of California.
3. The Contractor will provide its security officers with on-going security training as required by law or as agreed upon in writing by the Contractor and Client.

IV. Specific Performance Standards

1. The Contractor will provide all uniforms, equipment and replacement items required for personnel at the location.

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2. The Contractor will assure all security officers are neat, clean, and in a serviceable uniform at all times.
3. The Contractor will assure all grooming standards are met at all times.

V. Invoicing

1. Billing and Management Requested Overtime: Our estimate is based upon the following items listed below.

- a) Scheduled number of **6** man-hours nightly at the rate of **\$180.00** additional hours will be charged at the emergency call out rate.
- b) Emergency call out rate of **\$40.00** per man-hour for the first 24 hours then it will revert to the regular rate listed above – minimum of **4** hours.
- c) There will be a minimum of **4** man-hours per officer if the event is cancelled and the office is not notified at least **4** hours in advance unless authorized by ELITE management previously.
- d) Any Management request for additional Contractor staffing or overtime hours is billed on a case-by-case basis. This billing will be included in the invoicing for the period service was requested.
- e) A minimum cost of living increase of **3%** will be added to the current rate of the contract, and will take effect each year on the contract anniversary, unless agreed upon in written by both parties.
- f) California Security Services Inc, DBA Elite Universal Security reserves the right, with a 30 day written notice, to increase the client's rate due to uncontrollable cost increases incurred to Elite Universal Security by such identities as State and Federal mandated insurance increases, State and Federal mandated license increases and operating cost increases (fuel, minimum wage, vehicle maintenance, Workers' Compensation Insurance, ect.)

2. Holidays: There are seven (7) Contractor observed holidays that are billed at time and one half:

New Years Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

3. Invoicing and Payment:

a. Our invoicing is completed and forwarded to our clients on the first business day of each week, with payment due within five (5) business days. **Payments must include the invoice number on your correspondence or payment. Special Events must be paid a minimum of two weeks prior to the event to reserve the officer, unless special arrangements are made prior in writing. Should the event not be paid for this contract will not be valid and all insurance coverage shall be null and void for Breach of Contract. NO REFUNDS – NO EXCEPTIONS.**

b. If you believe your invoice is wrong, or you need more information concerning the invoice, write us at the address on the invoice. We must hear from you within ten (10) business days from the date of the invoice on which you believe the error or problem appeared. You may call our Customer Representative, but doing so will not preserve your right. In your letter, include the following information; your name and account number, the dollar amount of the suspected error, a description of the error and explanation, if possible, of why you believe there is an error or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are till obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount you question.

c. Late fees will accrue at the rate of one and one have (1 ½) percent per month (eighteen percent annum), on any payment, or portion of any payment, that is payable within five business days from the date of receipt. An invoice becomes overdue on the tenth business day after receipt of the invoice as allowed by law under the California Uniform Commercial Code.

d. The Contractor reserves the right to terminate this agreement upon 72 hours written notice to the Client or Client's designee, if an invoice remains unpaid in whole or in part for a time exceeding thirty (30) days. Termination by the

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Contractor for non-payment by the Client does not waive or inhibit the Contractor's right to sue for breach of contract for the full term of the contract.

VI. Entire Agreement

1. This agreement shall be construed under and in accordance with the laws of the State of California. The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in Yuba County, Marysville, California, with respect to any action or suit hereunder.
2. In the event any term, paragraph, or provision of this agreement or its application to any circumstance shall be to any extent deemed invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.
3. The parties affirm that this agreement contains their entire Agreement, and that there are no oral agreements or representations binding to the parties hereto. All changes to this agreement must be in writing and must be signed by both parties.
4. The parties have made this Agreement after having full opportunity to consult with counsel of their choice. The parties agree that the document is clear on its face; therefore there shall be no construction of any part of this contract against a party who may have drafted, or contributed to the drafting, of any paragraph or provisions herein, or the entire Agreement if no changes are noted hereon.
 - a. Mediation: In the event a dispute arises under , or is related to, this agreement, contractor agrees to participate in mediation prior to commencing any legal action.
 - b. The parties agree that any dispute concerning or arising under this agreement shall be brought in Yuba County, Marysville, California. Client expressly submits to the personal jurisdiction of the California courts.
 - c. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
 - d. If any action or proceeding is brought pertaining to or arising out of this agreement, the prevailing party shall be entitled to recover all costs and expenses, including without limitation a reasonable attorney's fee.
 - e. The undersigned have carefully read and understand the contents of this agreement, and they sign the same as their own free act. Additionally, each person signing this agreement represents and warrants that he or she has the power and authority to bind the respective entity on behalf of which the person is signing and each individual agrees to indemnify and hold harmless the other parties against any claim, suit or demand that such individual lacked authority or competence to execute this agreement.
 - f. Unless otherwise specified herein, all written notices contemplated by this agreement shall be sent to the addresses listed for the Client and the Contractor in the first paragraph on the first page of this agreement.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT the day and year first written above.


POW WOW EVENT Representative

Asst. Supt. of Business
Services

Date


Michael Hahn

Regional Director of Operations

1/15/2020
Date

Billing Information

Contact Person Pat Bennett

Company Name mjusd

Address 1919 B Street

City Marysville State CA Zip 95901

Phone 530-741-4486

Email - pbennett@mjusd.k12.ca.us


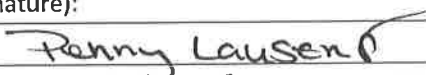


Emergency Contacts

- 1) Name Lennie Tule Phone 530-749-6902
- 2) Name _____ Phone _____

Order Form

Parties:	Qualtrics, LLC ("Qualtrics")		
	Marysville Joint USD ("Customer")		
Effective Date:	The date signed by the last party to sign.		
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement.		
Attachments:	<ul style="list-style-type: none"> • Service Level Exhibit • Cloud Service Exhibit 		
Services:	As set forth in the exhibits attached hereto		
Term:	As set forth in the exhibits attached hereto		
Payment Terms:	Net 30 days following invoice.		
Additional Terms:			
To be completed by Customer			
Regional Data Center:	US	Purchase Order Number (if any):	
Email Address for Invoice Submission:	rgreco@mjud.com	Billing Address for Invoice Submission:	1919 B St Attn: Marysville Joint Unified School District mjusd Marysville CA United States 95901
Invoicing Instructions (if applicable):			

Qualtrics	Customer MJUSD
By (signature): 	By (signature): 
Name: Mark Creer	Name: Penny Lausen
Title: Managing Counsel	Title: ASST. Supt. of Business Services
Date: January 13, 2020	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Brett Callahan	Name: Rocco Greco
Phone:	Phone: (530)329-6049 or (530)749-6138 (office)
Email: bcallahan@qualtrics.com	Email: rgreco@mjud.com

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Incident Response

1. An "**Incident**" is declared by Qualtrics when any of the following occurs:
 - a. A malfunction, disruption, or unlawful use of the Services;
 - b. The loss or theft of Data from the Services;
 - c. Unauthorized access to Data, information storage, or a computer system; or
 - d. Material delays or the inability to use the Services.
2. An Incident involving the loss or unauthorized access of Data, not due to Customer's errors or omissions, will always be categorized as Code Red. In such a case, Customer will be notified as expeditiously as possible after a disclosure is discovered. Qualtrics will conduct a formal investigation and will deliver an official written report to Customer within two weeks of the Incident.
3. Incidents are prioritized as set forth in the Incident Level Table below.

Incident Level Table

Incident Level	Typical Conditions	Resolution Response
4	A minor issue affecting an individual user that may not be reproducible.	Addressed by support team for workaround or other resolution.
3	The problem is reproducible and has an impact on usability of the product, though a workaround exists to garner full functionality.	Addressed in a subsequent release in a reasonable timeframe.

2	A product is effectively unusable on a widespread basis; survey taking experience significantly affected.	Corrected as expeditiously as possible after code is developed and tested.
Code Red	Loss of a key functionality or access to Service. Data loss due to unauthorized access. A suspected/actual data breach or security threat. Survey taking severely hindered or impossible.	Full engineering efforts directed toward resolution. After hours, Engineer-on-call will be contacted and will work nonstop until resolution is met.



Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal within 30 days after receiving the renewal notice.

[Fees and description of Services on following page]



Rocco Greco
(530)329-6049 or (530)749-6138 (office)

Expiration Date: 14-Feb-2020

Q-1225311

Marysville Joint Unified School District | mjusd
1919 B St
Marysville
95901
United States

TERM	12 Months
START DATE	28-Jan-2020
END DATE	27-Jan-2021

PRICING

Research Suite
Research Suite Core : 12000
Included Users : 5
Included Brands
Included Theme

TOTAL AMOUNT DUE TO QUALTRICS	USD \$6,600.00
Not including Professional Services (shown below)	

Kind regards,
Brett Callahan
Account Manager

TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice.

Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized.

Software total above does not include any additional services fees that may be applicable.

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Marysville Joint Unified SD SysCloud Backup, Security & Compliance 2019

Prepared For

Ruda Nelson

Marysville Joint Unified School
District

Created By

Amplified IT

Amplified IT

7577745047

info@amplifiedit.com

<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide an overview of the engagement between Amplified IT and Marysville Joint Unified School District. This document will set forth an overview of services and deliverables while summarizing the assumptions and constraints. It will also form the Agreement.



Amplified IT is an education-focused consultancy that brings a rare fusion of technical skills to the K-12 market. Since 2008, this team of infrastructure and Edtech consultants has assisted thousands of educational institutions worldwide to successfully adopt Google for Education technology and Chromebooks. Amplified IT is a Premier Google for Education Partner and has built close ties to the Google EDU team since its inception and interfaces with the majority of vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. Its Labs team has created tools that extend G Suite to re-imagine how work gets done in schools.



About SysCloud

SysCloud was founded in 2010 with the mission to safeguard our clients G Suite data. SysCloud is the only software suite that protects against data loss, unauthorized data exposure and violations of compliance laws by providing real-time backup, security audit, access management and compliance policies through a single software application.

SysCloud has completed SSAE16 and SOC 2 audit and compliance certification by Grant Thornton, one of the world's largest auditing organizations. We have completed compliance with US-EU Safe Harbor.

Background

SysCloud received specifications for the backup and security of G Suite data for Marysville Joint Unified School District and Ruda Nelson.

The client is Marysville Joint Unified School District.

The client has engaged Amplified IT to assist with technical support, consultancy and guidance for G Suite.

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SysCloud Backup Overview

SysCloud Backup High-level Overview

Online backup of G Suite accounts including email, documents, calendars, contacts and sites from G Suite domain account to our Amazon S3 storage.

Data Coverage

We cover all G Suite services including Gmail, Google Docs, Google contacts, Google calendar, Google sites and also ACL permissions for docs and calendars.

Backup Time

The amount of time taken per account varies depending on the number of services selected (Google Docs, Gmail, Contacts, Calendar, Sites). Google Contacts, Sites and Calendar are backed up in a very short time. Google Docs and Gmail backup depend on the total number of items possessed.

The backup speed depends on the bandwidth throughput allowed by Google's APIs. To ensure a high speed of data transfer, SysCloud runs all user accounts on the domain in parallel. The initial backup can be lengthy based on the amount of data stored in each users G Suite account.

Features

Features of the SysCloud Online Backup and Security for G Suite are listed below:

Core Features

- * Automatic incremental backup (daily)
- * On-demand backup
- * Central dashboard with guided domain setup
- * Multi-domain Support
- * Selective backups (by user, org unit and group)
- * ACL Retention
- * Audit logs
- * Extensive Reports
- * Admin console management
- * Local downloads
- * Add/ Remove any services for Users
- * Retention Period Setting
- * Domain Wide Drive Scanning
- * Violation Reports
- * Granular Policy Creation
- * Metadata and Content scanning (regex pattern creation)
- * Predefined Templates

Emails

- * Emails with attachments
- * Labels with label structure
- * Email Preview (archive content visibility setting)
- * Restore to Google Account (Cross User)
- * Restore with label structure
- * Email search
- * Export (PST and EML)

Contacts

- * Backup contacts
- * Export to vcard

Calendars

- * Primary and Secondary Calendars
- * ACL permissions
- * Export to ical

Drive

- * Backup all files in Google Drive (including Team Drive)
- * Cross User Restore
- * Restore (i.e. selected item(s), folder, entire account)
- * Sharing Permissions retained in restoration
- * Export (i.e. selected item(s), folder, entire account)

Sites

- * Backup and Restore of Google Sites

Groups

- * Backup and Restore of Group owners and members

Summary of Costs

Pricing

Products			
Name/Description	Price	Qty	Subtotal
SysCloud Backup GSUITE	\$10.00	1000	
SysCloud Unlimited Backup 1 year license Students are free if purchased for all FTE			\$10,000.00
		Subtotal:	\$10,000.00

Total cost: \$10,000.00
GFE Discount (10.0 %): \$1,000.00

Grand total: \$9,000.00

Terms and Conditions

Amplified IT, LLC

Service Terms and Conditions

Effective Date: Dec. 13, 2019

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the "**Service Terms**") govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the Google for Education Audit, Google for Education Support, Google for Education Kickstart and any other professional service engagement ("**Services**"). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the "**Agreement**").

By engaging Amplified IT to perform the Services, Marysville Joint Unified School District signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use of information as set forth in the Amplified IT Privacy Policy ("**Privacy Policy**").

1. Scope of Services. Amplified IT agrees to perform the Services set forth on the sales quote provided to Marysville Joint Unified School District ("**Order**") based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. Service Fees; Payment. Marysville Joint Unified School District will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Marysville Joint Unified School District shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to

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Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.

3. Expenses. Marysville Joint Unified School District will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Marysville Joint Unified School District.

4. Term and Termination. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Marysville Joint Unified School District and shall terminate upon completion of the Services ("**Term**") unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Marysville Joint Unified School District will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

5. Confidentiality.

(a) Definition. The term "**Confidential Information**" shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party's ("**Discloser**") business that is disclosed to the other party ("**Recipient**") in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being "confidential," or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c) Disclosure Required by Law. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) Exclusions. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of

any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the Google for Education Audit, the Google for Education Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Marysville Joint Unified School District any ownership, rights, title or any other proprietary interest in the Amplified IP. Marysville Joint Unified School District shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Marysville Joint Unified School District the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Marysville Joint Unified School District shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Marysville Joint Unified School District is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY Marysville Joint Unified School District UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances. In no event shall Amplified IT be liable for loss of data or records of Marysville Joint Unified School District, it being understood that Marysville Joint Unified School District shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Marysville Joint Unified School District and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of

performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Marysville Joint Unified School District and are not entitled to any employee benefits from Marysville Joint Unified School District.

10. Non-Solicitation. Marysville Joint Unified School District agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Marysville Joint Unified School District.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Marysville Joint Unified School District on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

16. Legal Fees. If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.

17. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

18. Publicity. Amplified IT may use Marysville Joint Unified School District's name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Marysville Joint Unified School District's prior approval for publicity that contains claims, quotes, endorsements or attributions by Marysville Joint Unified School District.

19. Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

20. Survival. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7

(Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.

21. Headings. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Signatures

Penny Lauseng, Asst. Supt. of Business Services

Marysville Joint Unified School District Date

Amplified IT Date

Non-disclosure Agreement

Dec. 4, 2019

This agreement is entered into and is effective of Dec. 4, 2019 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA 23510 and Marysville Joint Unified School District . For the purposes of this Agreement, each Party will be referred to as the "Discloser" where it discloses Confidential Information (as defined below), and as the "Recipient" in which it receives the other Party's Confidential Information.

Whereas

- A. the Discloser and the Recipient are considering a business relationship involving certain computer technology;
- B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GFE admin console;
- C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

NOW, THEREFORE , in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency oh which is hereby acknowledged), **IT IS HEREBY AGREED** as follows:

1. Definitions

Confidential Information means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

2. Non-disclosure

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Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

3. Term and Scope

This Agreement shall remain in effect until the work agreed to by Marysville Joint Unified School District and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.

5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

6. Entire Agreement and Amendments

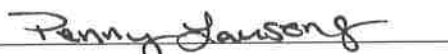
Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

7. Governing Law

This Agreement will be governed by the laws of Virginia.

Signatures

Marysville Joint Unified School District Date


Asst. Supt. of Business Services

Amplified IT Date

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

ESTIMATED MAXIMUM-RELATED SERVICES COST\$ \$1,207.50

46

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$18,007.50

4. Other Provisions/Attachments:

5. MASTER CONTRACT RATIFIED BY THE GOVERNING BOARD ON August 13, 2019

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

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

-CONTRACTOR-

-LEA/SELPA-

Aldar Academy
(Name of Nonpublic School/Agency)

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


(Signature)

1/7/2020
(Date)


(Signature)

1-10-20
(Date)

Daniel Ramirez, Principal
(Name and Title)

Penny Lausens, Asst. Supt. of Business Services
(Name of Superintendent or Authorized Designee)

CLIENT SERVICES AGREEMENT

between
ProCare Therapy
10151 Deerwood Park Boulevard
Building 200, Suite 400
Jacksonville, FL 32256
and



Marysville Joint Unified

1919 B Street

Marysville, CA 95901

("Client")

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.



6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify ProCare prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.



13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. Billable Paid Sick Time shall not exceed ten (10) days or seventy-five (75) hours per school year. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a



Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100/day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate



in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

28. Governing Law.

This Agreement shall be governed by the laws of the state of Florida.

29. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

Marysville Joint Unified

Client Name

Penny Lausong 1-10-20

Client Representative Signature

Date

Penny Lausong

Print Name

Asst. Spt. of Business Services

Title

PROCARE THERAPY

DocuSigned by:

Chelsea Serr

1/10/2020

ProCare Representative Signature

Date

Chelsea Serr

Print Name

Division Director - ProCare Therapy

Title



ADDENDUM A Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Veniece Barnett

School District Name (Client): Marysville Joint Unified

Start Date: 1/13/20

End Date: 6/5/20

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: CCC-SLP

Position Details: Full Time Hours

Bill Rate: \$92.00

Minimum Hours: All hours must be district approved

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

- Additional Terms:
- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.
 - b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
 - c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Miscellaneous:

Marysville Joint Unified

Client Name

Penny Lausenz

Client Representative Signature*

1-10-20

Date

Penny Lausenz

Print Name

ASST. Supt. of Business Services

Title

PROCARE THERAPY, INC.

DocuSigned by:

Ali Pletzer Willems

ProCare Therapy Representative Signature

1/6/2020

Date

Ali Pletzer Willems

Print Name

Sr. Director of Educational Resources

Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.*

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Includes Purchase Orders dated 12/01/2019 - 01/01/2020

Board Meeting Date January 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Accounting/Payroll (103)				
P20-02496	YUBA SAFE & LOCK INC.	Safe repair	01-5642-0000	246.98
Location After School Program (107)				
P20-02476	VERIZON WIRELESS	Kyocera Dura XV LTE Dobbins Stars 5307019646	01-4300-6010	21.78
P20-02477	VERIZON WIRELESS	Kyocera Dura XV LTE YGS Stars 5307014264	01-4300-6010	21.78
P20-02478	VERIZON WIRELESS	Kyocera Dura XV LTE ARB 5307019687	01-4300-6010	21.78
P20-02479	VERIZON WIRELESS	Kyocera Dura XV LTE LIN 5306827936	01-4300-6010	21.78
P20-02480	VERIZON WIRELESS	Kyocera Dura XV LTE JPE 5306827937	01-4300-6010	21.78
P20-02481	VERIZON WIRELESS	Kyocera Dura XV LTE KYN 5306829438	01-4300-6010	21.78
P20-02482	VERIZON WIRELESS	Kyocera Dura XV LTE EDG 5307011409	01-4300-6010	21.78
P20-02483	VERIZON WIRELESS	Kyocera Dura XV LTE MCK 5307010183	01-4300-6010	21.78
P20-02484	VERIZON WIRELESS	Kyocera Dura XV LTE OLV Stars 5306829990	01-4300-6010	21.78
P20-02485	VERIZON WIRELESS	Kyocera Dura XV LTE COV Stars 5307019642	01-4300-6010	21.78
P20-02486	VERIZON WIRELESS	Kyocera Dura XV LTE ELA 5307019643	01-4300-6010	21.78
P20-02487	VERIZON WIRELESS	Kyocera Dura XV LTE CLE Stars 5307019639	01-4300-6010	21.78
Total Location				261.36
Location Arboga Elementary (01)				
P20-02433	AMAZON.COM	Classroom Tech Supply/HANSEN Rm 4	01-4300-0003	10.81
P20-02434	AMAZON.COM	Classroom Supplies/LAGORIO Rm 21	01-4300-0003	57.90
Total Location				68.71
Location Browns Valley Elementary (03)				
P20-02375	AMAZON.COM	music supplies	01-4300-0004	83.86
P20-02443	WEST MUSIC	Music supplies	01-4410-0004	714.24
P20-02602	TFD Unlimited, LLC	Testing supplies	01-4300-0004	89.31
Total Location				887.41
Location Business Services (106)				
P20-02411	NCSIG	Claim #200036 10/17/19 Property Damage	01-5451-0000	5,091.70
Location Categorical (203)				
P20-02441	THE TREE HOUSE	Toner	01-4300-0003	580.81
P20-02488	AMAZON.COM	Materials for Program	01-4300-5630	26.49

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

001 - Marysville Joint Unified School District

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ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 12/01/2019 - 01/01/2020

Board Meeting Date January 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Cedar Lane Elementary (05)				
P20-02514	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-9010	1,000.00
P20-02625	CEV MULTIMEDIA	LHS/MHS ICEV LICENSE	01-5801-3550	9,150.00
Total Location				10,757.30
P20-02506	VERIZON WIRELESS	Kyocera Dura XV LTE Verionica Lepe 5305655308	01-5940-1100	21.78
P20-02540	AMAZON.COM	Special Ed	01-4300-6500	590.07
P20-02562	MCGRAW-HILL SCHOOL EDUCATION	Wonders ELD consumables	01-4200-3010	2,989.06
Total Location				3,600.91
Location: Charter Academy For Fine Arts (42)				
P20-02402	AMAZON.COM	Supplies - Photo	09-4300-1100	202.80
P20-02524	FLINN SCIENTIFIC INC	Supplies-Science-Miles	09-4300-1100	303.26
P20-02525	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science	09-4300-1100	88.62
P20-02592	JERRY REIERSEN PIANO SERVICE	Piano Tuning	09-5801-0000	350.00
Total Location				944.68
Location: Child Development (51)				
P20-02370	AMAZON.COM	Chew Necklaces	12-4300-6105	104.00
P20-02371	AMAZON.COM	Becky D Supplies, Cov Pre	12-4300-6105	56.63
P20-02414	AMAZON.COM	Child Development	12-4300-6105	162.30
P20-02424	AMAZON.COM	EMCC Carmen Garcia Supplies	12-4300-6105	60.56
Total Location				383.49
Location: Community Day School (54)				
P20-02361	NIMCO, INC	Tobacco Free Items	01-4300-6690	531.43
P20-02401	AMAZON.COM	Cables	01-4300-1100	82.25
P20-02581	AMAZON.COM	Photography supplies	01-4300-0004	88.94
P20-02605	AMAZON.COM	Per Mr. Gray - Photography	01-4300-0004	212.02
Total Location				914.64
Location: Cordua Elementary (07)				
P20-02385	SUTTER BUTTES COMMUNICATIONS	Walkie Batteries	01-4300-1100	125.57
Location: Covillaud Elementary (09)				
P20-02427	TROXELL COMMUNICATIONS INC	Headphones	01-4300-3010	649.50

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

001 - Marysville Joint Unified School District

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ONLINE

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ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 12/01/2019 - 01/01/2020

Board Meeting Date January 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covilaud Elementary (09) (continued)				
P20-02522	CDW-G COMPUTER CENTER	Tech - Mice	01-4300-3010	530.43
P20-02550	OFFICE DEPOT B S D	Admin supplies	01-4300-1100	343.02
Total Location				1,522.95
Location Custodial Supervisor (206)				
P20-02396	CDW-G COMPUTER CENTER	Admin Laptop	01-4410-0000	1,048.22
P20-02504	VERIZON WIRELESS	Kyocera Dura XV LTE Antonio Chavez 5306823362	01-4300-0000	21.78
P20-02505	VERIZON WIRELESS	Kyocera Dura XV LTE Paul Vang 5306823671	01-4300-0000	21.78
P20-02513	VERIZON WIRELESS	iPhone 8 Ed Lawther 530-682-3912	01-4300-0000	37.12
Total Location				1,128.90
Location Dobbins Elementary (11)				
P20-02380	AMAZON.COM	McMartin Supplies	01-4300-1100	166.27
P20-02386	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-1100	43.29
P20-02415	AMAZON.COM	Classroom Supplies	01-4300-1100	64.96
P20-02422	AMAZON.COM	Classroom Supplies	01-4300-1100	297.93
P20-02453	AMAZON.COM	Classroom Supplies	01-4300-1100	32.46
P20-02519	AMAZON.COM	Music	01-4300-1100	184.01
P20-02583	AMAZON.COM	Supplies	01-4300-1100	41.12
Total Location				830.04
Location Edgewater Elementary (12)				
P20-02390	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kindergarten	01-4300-0004	824.75
P20-02391	AMAZON.COM	Kindergarten	01-4300-0004	291.48
P20-02399	OFFICE DEPOT B S D	Kinder Classroom Toner	01-4300-0003	184.65
P20-02413	AMAZON.COM	P6/2	01-4300-0004	116.34
P20-02495	VERIZON WIRELESS	Kyocera Dura XV LTE Lori guy 5307019612	01-4300-1100	21.78
P20-02518	AMAZON.COM	M. Gegg SPED	01-4300-6500	47.31
P20-02591	AMAZON.COM	P9 Office	01-4300-0004	45.80
Total Location				1,532.11
Location Ella Elementary (13)				
P20-02382	BRAIN POP	BrainPop	01-5801-3010	917.38
P20-02384	OFFICE DEPOT B S D	Test Cards and Other	01-4300-1100	89.36

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Ella Elementary (13) (continued)				
P20-02435	AMAZON.COM	Classroom Supplies	01-4300-0003	173.04
P20-02436	AMAZON.COM	Classroom Supplies	01-4300-0003	233.54
P20-02438	Boom Learning	One Year Subscription	01-5801-3010	125.00
P20-02454	AMAZON.COM	Classrooms Supplies	01-4300-0003	87.19
P20-02456	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	64.65
P20-02489	AMAZON.COM	Flag	01-4300-1100	167.79
P20-02491	AMAZON.COM	Classroom Supplies	01-4300-0003	122.20
P20-02493	AMAZON.COM	Classroom Supplies	01-4300-0003	71.40
P20-02494	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	175.38
P20-02543	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	38.03
P20-02544	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	151.74
P20-02545	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	149.33
P20-02563	AMAZON.COM	Classroom Supplies	01-4300-0003	126.04
P20-02570	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	75.07
P20-02571	LAKESHORE LEARNING MATERIALS	Classroom Supplies	01-4300-0003	90.90
P20-02572	OFFICE DEPOT B S D	Toner	01-4300-3010	983.16
P20-02580	AMAZON.COM	Classroom Supplies	01-4300-0003	47.60
P20-02588	OFFICE DEPOT B S D	Toner	01-4300-3010	190.04
P20-02589	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	93.21
P20-02590	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	123.33
Total Location				4,295.38

Location: Facilities (66)				
P20-02417	DIVISION OF STATE ARCHITECT	Yuba Feather Playground DSA Plan Check Fees	01-6223-0004	500.00
Location: Foothill Intermediate (35)				
P20-02394	JOYUS PRODUCTIONS	Creativity Supplies	01-4300-0004	51.25
P20-02426	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	2,799.03
P20-02593	TFD Unlimited, LLC	Earbuds	01-4300-3010	238.15
P20-02611	J.W. PEPPER & SON, INC	Music	01-4300-0004	127.65
Total Location				3,216.08

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Location Grounds (65)				
P20-02373	NORTH VALLEY BARRICADE & SAFET	Grounds 2019/2020	01-4300-0000	500.00
P20-02497	VERIZON WIRELESS	Kyocera Dura XV LTE Robert Lundberg 5308122177	01-4300-0000	21.78
P20-02498	VERIZON WIRELESS	Kyocera Dura XV LTE Ricardo Lopez 5304349221	01-4300-0000	21.78
P20-02499	VERIZON WIRELESS	Kyocera Dura XV LTE Sylester Cuna 5307014613	01-4300-0000	21.78
P20-02500	VERIZON WIRELESS	Kyocera Dura XV LTE Arturo Rivera 5306826569	01-4300-0000	21.78
Total Location				587.12
Location Indian Education (108)				
P20-02527	Sky Road Webb	HS Units Classes	01-5801-4510	1,125.00
P20-02528	Hunter Johnson	WPW Workshop	01-5801-4510	150.00
P20-02529	Davinique Perez	WPW Workshop	01-5801-4510	150.00
P20-02530	Charles J. Patalon	H.S. units	01-5801-4510	375.00
P20-02531	Marcie Rose	H.S. Units	01-5801-4510	375.00
P20-02532	Richard Flittie Drum Maker	High School Units	01-5801-4510	375.00
P20-02533	CHEROKEES OF CALIFORNIA INC	HS Units	01-5801-4510	375.00
P20-02534	Castulo Escalante	H.S. Units	01-5801-4510	375.00
P20-02596	Charles J. Patalon	HS Units Class, T-shirt making	01-5801-4510	375.00
P20-02597	Val Shadowhawk	WPW WORKSHOP	01-5801-4510	450.00
P20-02598	JONATHAN DANIELS SOUTHERN BROTHERS	WPW WORKSHOP	01-5801-4510	550.00
P20-02599	EUGENE NEWMAN	WPW WORKSHOP	01-5801-4510	400.00
P20-02600	Rea Diane Cichocki-Fowler	WPW WORKSHOP	01-5801-4510	150.00
Total Location				5,225.00
Location Instruction (IMC) (110)				
P20-02565	EDUCATIONAL TESTING SERVICE STAR TECHNICAL ASSISTANCE/CAASPP reports		01-4300-0000	2,026.12
P20-02566	Follett School Solutions, Inc.	2nd Grade Science textbooks	01-4100-0004	159.99
Total Location				2,186.11
Location Kynoch Elementary (17)				
P20-02389	AMAZON.COM	RM 9, AMAZON ORDER	01-4300-0003	42.28
P20-02430	AMAZON.COM	AMAZON ORDER, CAMERAS, MR. PRESTON	01-4300-0003	665.47
P20-02442	DEMCO	LIBRARY, DEMCO SUPPLIES	01-4300-0003	134.63
P20-02448	WAL-MART COMMUNITY BRC	OPEN P.O. TO WALMART	01-4300-1100	500.00

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Location Kynoch Elementary (17) (continued)				
P20-02569	School Life	READ ACROSS AMERICA BRAG TAGS	01-4300-1100	123.78
P20-02578	AMAZON.COM	SANDWICH BOARDS	01-4300-1100	74.25
P20-02582	AMAZON.COM	HEAT PRESS, MR PRESTON	01-4300-1100	270.61
Total Location				1,811.02
Location Linda Elementary (19)				
P20-02383	Waterford Research Institute	Waterford Program/Reading/1 yr subscription	01-5801-0003	6,250.00
P20-02397	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials/2nd Grade WIN/Sampson	01-4300-3010	11.90
P20-02553	AMAZON.COM	Classroom Novels/3rd Grade WIN	01-4300-3010	487.62
Total Location				6,749.52
Location Lindhurst High (43)				
P20-02381	AMAZON.COM	Classroom Supplies/Levitt	01-4300-0003	158.00
P20-02393	CASCADE ATHLETIC SUPPLY CO.	Athletics Supplies/Wrestling	01-4300-0000	1,863.60
P20-02403	Bi-County Ambulance Service	Football 10/25 Game	01-5801-0000	400.00
P20-02404	ArmorZone Athletic, LLC	Supplies/Football	01-5630-0000	6,545.00
P20-02405	J's Party Rentals & Decor	Rentals/Winter Concert	01-5630-0000	25.98
P20-02425	AIRGAS	Classroom Supplies/Moss	01-4300-0000	821.62
P20-02444	JORGENSEN SPORTS SERVICE	Winter Sports Officials	01-5801-0000	13,115.00
P20-02455	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	42,783.30
P20-02492	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	123.52
P20-02517	AMAZON.COM	Classroom Supplies/Swam	01-4300-6500	21.64
P20-02521	OFFICE DEPOT B S D	Classroom Supplies/Toner	01-4300-3010	407.76
P20-02523	THE TREE HOUSE	Classroom Supplies/Toner	01-4300-3010	3,591.30
P20-02526	ULINE.COM	CTE LHS ORN HORT ALVAREZ	01-4300-3550	1,501.95
Total Location				5,483.54
P20-02567	AIRGAS	Classroom Supplies/Moss	01-4300-0003	1,110.92
P20-02568	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh Garcia	01-4300-0004	256.73
P20-02577	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-3010	691.18
P20-02579	AMAZON.COM	Classroom Supplies/Foster	01-4300-3010	76.06
P20-02586	OFFICE DEPOT B S D	Classroom Supplies/Toner	01-4300-3010	244.19
P20-02608	AMAZON.COM	Athletic Trainer Supplies	01-4300-0000	341.75

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P20-02612	LOWE'S HOME IMPROVEMENT	COMMERCIAL CHARGE ACCOUNT Classroom Supplies/ROTC	01-4300-0004	267.95
P20-02630	Adobe Systems Incorporated	Adobe Creative Cloud	01-5801-3010	2,460.00
Total Location				82,290.99
Location Loma Rica Elementary (21)				
P20-02368	AMAZON.COM	PE Equipment	01-4300-0004	21.60
P20-02372	AMAZON.COM	Music Supplies	01-4300-0004	351.43
P20-02421	AMAZON.COM	Classroom Supplies	01-4300-0003	60.12
P20-02449	AMAZON.COM	Screen Shield	01-4300-1100	50.87
Total Location				484.02
Location Maintenance (63)				
P20-01944	KYA Services, LLC	Maintenance/Ella Room E106	14-5642-0000	8,436.97
P20-02392	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/LOMA RICA 2019/20	01-5890-8150	155.82
P20-02395	GOLDEN BEAR ALARMS	Maintenance/Cordua	01-5801-8150	45.00
P20-02416	Lincoln Aquatics	Maintenance/MHS Pool	01-4300-8150	706.94
P20-02419	VOL TAGE SPECIALISTS	Maintenance/Arboga	01-5642-8150	1,705.00
P20-02512	VERIZON WIRELESS	Kyocera Dura XV LTE Ami Hill 5306354866	01-4300-6387	21.78
P20-02546	VERIZON WIRELESS	Kyocera Dura XV LTE David Huett 5307019618	01-4300-8150	21.78
P20-02547	VERIZON WIRELESS	Kyocera Dura XV LTE Sol Labruzzo 5307888927	01-4300-8150	21.78
P20-02548	VERIZON WIRELESS	Kyocera Dura XV LTE Jacob Thome 5307014205	01-4300-8150	21.78
P20-02549	VERIZON WIRELESS	Kyocera Dura XV LTE Blaine Perrin 5306820213	01-4300-8150	21.78
P20-02552	John Burger Heating & Air Conditioning, Inc.	Maintenance/Transportation	01-5801-8150	385.00
P20-02564	AMAZON.COM	Maintenance/DTrower	01-4300-8150	32.35
P20-02574	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/Covillaud	01-5801-8150	1,475.00
P20-02607	AMAZON.COM	Maintenance/TBarnett	01-4300-8150	286.03
P20-02609	AMAZON.COM	Maintenance/TBarnett	01-4300-8150	15.04
P20-02613	Carpet II Inc. DBA Premier Floors	Maintenance/Browns Valley Rm 4,5,6 Main Ofc	01-5642-8150	15,981.02
P20-02614	Carpet II Inc. DBA Premier Floors	Maintenance/Transportation Training	01-5642-8150	691.09
P20-02615	Kiz Construction	Maintenance/Linda Doors	01-5642-8150	27,480.00
P20-02618	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Browns Valley	01-5801-8150	550.00
Total Location				58,054.16

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P20-02377	Bi-County Ambulance Service	Bi-County Ambulance 10/24	01-5801-0004	250.00
P20-02378	Bi-County Ambulance Service	Bi-County Ambulance 10/25	01-5801-0004	525.00
P20-02387	AMAZON.COM	Supplies	01-4300-0000	69.13
P20-02400	JORGENSEN SPORTS SERVICE	Winter Officials	01-5801-0000	14,099.00
P20-02418	SkillsUSA California	MHS CTE Site License	01-5801-6387	2,300.00
P20-02450	CDW-G COMPUTER CENTER	Cables	01-4300-3010	339.09
P20-02515	B & H PHOTO	Photo Supplies	01-4300-3550	2,686.40
P20-02541	MAXI'S A.P. SERVICES	CTE MHS ECC First Aid & CPR	01-5801-3550	2,560.00
P20-02555	CITY OF MARYSVILLE/POLICE DEPT - ATTN: SHANNON JACOBSE	MHS Security	01-5801-0000	1,383.87
P20-02556	AMAZON.COM	CTE MHS Animal Science Farrah	01-4300-3550	225.50
P20-02557	AMAZON.COM	Animation Supplies	01-4300-0004	371.25
P20-02558	NASCO	CTE MHS Orn Hort FARRAH	01-4300-3550	270.40
P20-02559	WARDS NATURAL SCIENCE	CTE MHS ANIMAL SCI FARRAH	01-4300-3550	4,080.56
P20-02560	WARDS NATURAL SCIENCE	CTE MHS Animal COUGHLIN	01-4410-3550	2,976.87
P20-02561	B & H PHOTO	MHS CTE Khan	01-4300-3550	7,095.00
P20-02573	TROXELL COMMUNICATIONS INC	TV Mount	01-4410-3550	377.79
P20-02584	HENRY SCHEIN COMPANY	Sports Med Supplies	01-4300-0004	2,160.67
P20-02587	WAL-MART COMMUNITY BRC	Open PO Lab Supplies	01-4300-0004	115.83
P20-02603	The Paton Group	Laser Engraver	01-4300-0004	1,704.88
P20-02626	Jones School Supply Co., Inc.	Honor Roll Bowl	01-6400-6387	300.00
P20-02628	Juniper Systems Inc.	Ultrasound Machine	01-4300-0000	24,342.56
P20-02629	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3550	265.21
			01-4410-3550	4,131.03
			01-4300-3010	10,076.49
			Total Location	82,706.53
Location McKenney Intermediate (37)				
P20-02379	AMAZON.COM	GREMINGER	01-4300-1100	91.59
P20-02431	AMAZON.COM	TRAHIN	01-4300-1100	17.54
			Total Location	109.13
Location Nutrition Services (73)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73)				
P20-02369	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	291.96
			13-9326-5310	824.91
P20-02388	Shirts Unlimited	Shirt, Apron & Cap Order	13-4300-5310	1,108.99
P20-02432	AMAZON.COM	Adapter for POS	13-4300-5310	18.81
P20-02446	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDATION	District Credit Card Purchase	13-4300-5310	1,203.46
P20-02535	Asian Food Solutions	Commodity Order for Warehouse Inventory	13-9325-5310	9,517.00
P20-02536	LAND O'LAKES, INC	Commodity Order for Warehouse Inventory	13-9325-5310	7,549.64
P20-02537	Identimetrix, Inc.	Finger Scanner Replacement	13-4300-5310	203.77
P20-02538	CDW-G COMPUTER CENTER	Nutrition Services	13-4300-5310	21.50
P20-02539	Tri-L Mandarin	Mandarins for Distribution to Kitchens	13-4716-5310	12,000.00
P20-02619	WAWONA FROZEN FOODS	Commodity Order for Warehouse Inventory	13-9325-5310	3,082.52
P20-02620	US Bank Supply	Bank Deposit Bags for Nutrition Services	13-4300-5310	89.31
P20-02621	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	710.00
P20-02622	Identimetrix, Inc.	Replacement Finger Scanners	13-4300-5310	993.84
P20-02623	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDATION	District Credit Card Purchase	13-4300-5310	104.84
P20-02624	EMCOR Services Mesa Energy	Board Approved 12/17/19 Refrigeration PM Service	13-5641-5310	5,057.50
Total Location				42,778.05
Location Olivehurst Elementary (25)				
P20-02601	TROXELL COMMUNICATIONS INC	Projector, Doc Cameras, Mounts	01-4410-0003	23,061.58
P20-02604	KS TELECOM	Security Cameras	01-4410-0003	19,219.83
Total Location				42,281.41
Location Print Shop (67)				
P20-02595	Spicer's Paper, Inc.	Scrim Vinyl	01-4300-0000	429.28
Location Pupil Services (202)				
P20-02423	AMAZON.COM	Speech - Hilary	01-4300-6500	114.09
P20-02428	SUPER DUPE PUBLICATIONS DEPT SD 2004	Speech - Hilary	01-4300-6500	63.63
P20-02429	APPLE COMPUTER INC	Volume Credits	01-4300-6500	200.00
P20-02516	AMAZON.COM	Counselor supplies - LaShay Mori	01-4300-5640	62.03
P20-02610	VERIZON WIRELESS	Kyocera Dura XV LTE Ronda Bowers 5306827408	01-4300-0000	21.78

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P20-02673	SRP Psychological Services	Agreement w/ Dr. Sara Rice Schiff	01-5801-6500	6,000.00
P20-02675	Sierra School at Marconi	NPS Day School ISA for 1 Student	01-5860-6500	21,980.00
P20-02684	Devereux	NPS services	01-5100-6512	5,415.75
P20-02686	CCHAT Center	Children's Choice for Hearing and Learning	01-5801-3310	30,796.00
Total Location				64,653.28
Location South Lindhurst (47)				
P20-02542	OFFICE DEPOT B S D	Toner for Grace	01-4300-1100	122.02
P20-02554	AMAZON.COM	Grace Thornton	01-4300-1100	153.61
Total Location				275.63
Location Student Discipline/Attendance (109)				
P20-02616	KING CLOTHING ATTN: ZAK KING	SAFETY VEST NUTRITION	13-4300-5310	88.94
P20-02617	KING CLOTHING ATTN: ZAK KING	SAFETY VESTS CHILD DEVELOPMENT	12-4300-6105	177.88
Total Location				266.82
Location Superintendent (101)				
P20-02551	Lindhurst High School Yearbook	LHS Yearbook Ad	01-5890-0000	250.00
P20-02575	Complete Book and Media Supply	Mgmt Meeting Books	01-4300-0000	1,011.92
Total Location				1,261.92
Location Technology (102)				
P20-02437	AMAZON.COM	Phone Equipment	01-4300-0000	216.23
P20-02439	KS TELECOM	MHS Camera Cabling and Install	01-5801-0000	36,400.00
P20-02440	KS TELECOM	MHS Cabling and Fiber Feed	01-5801-0000	29,400.00
P20-02451	AMAZON.COM	Phone Equipment	01-4300-0000	54.07
P20-02452	AMAZON.COM	iPad Charger	01-4300-0000	21.63
P20-02457	VERIZON WIRELESS	iPhone 11 Hector Rueda New Line	01-4410-0000	740.74
P20-02520	APPLE COMPUTER INC	Phone Case	01-4300-0000	42.22
Total Location				66,874.89
Location Transportation (69)				
P20-02374	AMAZON.COM	Fan for Bus Driver breakroom	01-4410-0230	622.05
P20-02376	HANCOCK PETROLEUM ENGINEERING	TRANSPORTATION	01-5641-0230	1,000.00
P20-02447	NORTH VALLEY BARRICADE & SAFET	TRANSPORTATION/SUPPLIES	01-4300-0230	500.00

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Location Transportation (69) (continued)				
P20-02458	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 13 5307778771	01-4300-0240	21.78
P20-02459	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 13 5307778770	01-4300-0240	21.78
P20-02460	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 15 5307778773	01-4300-0240	21.78
P20-02461	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 9 5307778767	01-4300-0240	21.78
P20-02462	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 10 5307778768	01-4300-0240	21.78
P20-02463	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 11 5307778769	01-4300-0240	21.78
P20-02464	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 7 5307778765	01-4300-0240	21.78
P20-02465	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 8 5307778766	01-4300-0240	21.78
P20-02466	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 19 5307778954	01-4300-0240	21.78
P20-02467	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 20 5307778955	01-4300-0240	21.78
P20-02468	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 16 5307778951	01-4300-0240	21.78
P20-02469	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 7 5307778952	01-4300-0240	21.78
P20-02470	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 5 5307778758	01-4300-0240	21.78
P20-02471	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 4 5307778757	01-4300-0240	21.78
P20-02472	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 3 5307778754	01-4300-0240	21.78
P20-02473	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 1 5307778752	01-4300-0240	21.78
P20-02474	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 6 5307778764	01-4300-0240	21.78
P20-02475	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 2 5307778753	01-4300-0240	21.78
P20-02501	VERIZON WIRELESS	Kyocera Dura XV LTE Trip 5 5306322199	01-4300-0240	21.78
P20-02502	VERIZON WIRELESS	Kyocera Dura XV LTE Trip 4 5306322093	01-4300-0240	21.78
P20-02503	VERIZON WIRELESS	Kyocera Dura XV LTE John Murray 5304348626	01-4300-0240	21.78
P20-02507	VERIZON WIRELESS	Kyocera Dura XV LTE Randall Lee 5306825447	01-4300-0240	21.78
P20-02508	VERIZON WIRELESS	Kyocera Dura XV LTE Eric Williams 5306826765	01-4300-0240	21.78
P20-02509	VERIZON WIRELESS	Kyocera Dura XV LTE Trip 2 5304918212	01-4300-0240	21.78
P20-02510	VERIZON WIRELESS	Kyocera Dura XV LTE Trip 3 5306824230	01-4300-0240	21.78
P20-02511	VERIZON WIRELESS	Kyocera Dura XV LTE Trip 1 5306823180	01-4300-0240	21.78
P20-02594	BUSWEST	TRANSPORTATION / BUS	01-6500-0230	164,999.74
P20-02606	Safelite Auto Glass	TRANSPORTATION	01-5641-0230	4,000.00
P20-02627	VERIZON WIRELESS	Kyocera Dura XV LTE SP ED 17 5307778952	01-4300-0240	21.78

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

001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 12/01/2019 - 01/01/2020

Board Meeting Date January 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Location Warehouse (71)			Total Location	171,709.85
P20-02445	CDW-G COMPUTER CENTER	22" Monitor - Edwin	01-4300-0000	176.17

Location Yuba Feather K-6 (29)				
P20-02398	SPELLING CITY	Yuba Feather School	01-5801-0003	324.00
P20-02490	AMAZON.COM	Yuba Feather School	01-4300-0004	345.62
Total Location				669.62

Location Yuba Gardens Intermediate (39)				
P20-02406	TEACHER'S DISCOVERY	BARLOW/GATES	01-4300-3010	134.52
P20-02407	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	220.94
P20-02408	Tim's Music	STEWART/GATES	01-4300-0003	810.07
P20-02409	MUSICIAN'S FRIEND	STEWART/GATES	01-4300-0003	1,364.31
P20-02410	AMAZON.COM	MULTI TEACHERS	01-4300-0003	382.84
P20-02412	SCHOOL SPECIALTY	SBOLE/GATES	01-4300-0003	387.54
P20-02420	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	139.50
P20-02576	AMAZON.COM	LEHMER	01-4300-0003	54.00
P20-02585	AssetGenie, Inc., dba AG iRepair	MULTI-TEACHERS	01-4300-3010	1,221.97
Total Location				4,715.69
Total Number of POs			269	
Total				672,604.42

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	243	619,794.41
09	Chrtr Schs	4	944.68
12	Child Dev	5	561.37
13	Cafeteria	16	42,866.99
14	Def Maint	1	8,436.97
Total			672,604.42

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001 - Marysville Joint Unified School District

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Includes Purchase Orders dated 12/01/2019 - 01/01/2020

Board Meeting Date January 28, 2020

PO Changes

		Fund/ Object	Description	New PO Amount	Change Amount
P19-02853	491,829.09	01-6210	Gen Fund/Buildings		55,591.06-
P20-00047	67,000.00	01-4300	Gen Fund/Mat&Suppli		35,000.00
P20-00089	25,000.00	01-4300	Gen Fund/Mat&Suppli		10,000.00
P20-00093	800.00	01-4300	Gen Fund/Mat&Suppli		200.00
P20-00131	1,800.00	01-4300	Gen Fund/Mat&Suppli		300.00
P20-00208	6,200.00	01-4300	Gen Fund/Mat&Suppli		400.00
P20-00255	11,300.00	01-4300	Gen Fund/Mat&Suppli		1,000.00
P20-00264	1,000.00	01-5641	Gen Fund/Equip Repa		500.00
P20-00377	5,750.00	09-4300	Chtr Schs/Mat&Suppli		750.00
P20-00626	110.42	01-4300	Gen Fund/Mat&Suppli		222.95-
P20-00716	700.00	01-4300	Gen Fund/Mat&Suppli		500.00
P20-00762	2,000.00	01-4300	Gen Fund/Mat&Suppli		1,000.00
P20-01021	8,000.00	01-4364	Gen Fund/Tools/Part		3,000.00
P20-01144	1,000.00	01-4300	Gen Fund/Mat&Suppli		500.00
P20-01258	210.85	01-4300	Gen Fund/Mat&Suppli		17.56
P20-01343	1,319.44	01-4300	Gen Fund/Mat&Suppli		19.44
P20-01346	4,000.00	01-4300	Gen Fund/Mat&Suppli		1,000.00
P20-02191	2,000.00	01-4300	Gen Fund/Mat&Suppli		1,000.00
Total PO Changes					627.01-

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Jan 13 2020 8:00AM

Pawar Transportation LLC
Transportation, Management and Consulting

SERVICES AGREEMENT

1. **Parties** - Pawar Transportation LLC, herein known as "contractor" shall furnish, operate and maintain vehicles for the transportation of special education students specified by, Marysville Joint Unified School District herein known as "district". The contractor and district shall hereinafter be referred to as the PARTIES. The contractor agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in district Governing Board relating to the transportation of pupils.

2. **Purpose** - Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

3. **a. Scope of Work** - The services to be provided by the contractor shall consist of furnishing the required number of vehicles, equipment, drivers, and supplies for transportation of special education students for district. In particular, the transportation service of Student (s) within the District county with an option to transport to any campus required by district, per request during the school calendar year. Special Education department will furnish the specific details for each student transported and each route is considered a separate and individual contract bound by the parameters of this services agreement. The details of this agreement are strictly confidential and at no time, may the rates, routing, specified information, training, or methods used by the Pawar Transport Company be disclosed to a competing vendor or third party without consent of Pawar Transport Company.

b. Rate - The rate quoted to the Special Education department is a total fixed per day rate for the entire route and is not reducible for absenteeism, one-way transport, sickness, no show, or exclusion of any students on the routes. Rate is based on mileage calculated through contractor's internal rate monitor. Routes may be combined for transport efficiency and vehicle availability, based on the same rate. Rate does not include additional charges including but not limited to, extra seating, TA's/Aides, personality clashes, parental requests/disputes, specific pick up times, and wheelchair or equipment transport. Please refer to Exhibit A for Rates.

4. **Contract Term** - The term of this contract shall be from, 02/01/2020 through 06/30/2020

5. **Renewal** - Contract may be renewed by mutual agreement between the district and the contractor, at the end of the current term not to exceed a total of five (5) years for the entire contract. Failure by the district to provide sixty (60) days written notice prior to the expiration date shall cause the current term to be renewed for an additional one (1) year, not to exceed a total of five years.

6. **Termination** - If the contractor refuses or fails to perform services as required by the district specifically with regard to the Scope of Work set forth the district may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the contractor fails to cure the deficiencies within thirty (30) days after service of such notice the contract shall terminate ten (10) days thereafter. District shall be responsible for payment through the termination date of the contract. If district fails to perform services under this contract, including, but not limited to payment, the contractor may terminate the agreement by serving a written notice to terminate. The contract shall terminate sixty (60) days thereafter. Contractor shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below. If either party wishes to terminate service or routes for any other reason then cancelling party will need to serve a 30-day written notice and service or route will be terminated 30 business days from the written notice.

Northern California
3673 Vista Charonoaks
Walnut Creek, CA 94598
Tel: 925 938 6565

67

Southern California
137 N Larchmont Blvd, #640
Los Angeles, CA 90004
Tel: 323 463 2204

Business Services Department

Approval : PL

Date: 1-21-20

Pawar Transportation LLC
Transportation, Management and Consulting

7. **Billing and Payments** - On or about the first business day of each month the contractor shall submit invoices for all services rendered under this contract. District shall remit payment to the contractor within twenty (20) days after invoices have been submitted to the district. District is obligated to pay for services rendered and if for any reason there is an internal issue within the district, payment must be submitted otherwise a breach of this agreement will incur and contractor will have the right to suspend service immediately until the payment has been received.

8. **Routing** - The special education department is responsible for assigning all students to the contractor to provide Special Education Transportation to allocated campus assigned to contractor. The contractor will be responsible for developing, maintaining and scheduling the route to be approved by special education department. Services for such will commence no later than five (6) days from the date of request made by the district. At no time will contractor transfer, or schedule a transfer of any student without approval from the district.

9. **Standby Vehicles, Drivers, and Wait Time** - The contractor shall keep standby vehicles and qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all district safety standards. District acknowledges that drivers will have a window of 10 minutes to be delayed due to traffic, road works, road closures, emergency services activity or any unforeseen delay and after 10 minutes, contractor and district will consider the driver to be late.

10. **Insurance** - As a condition precedent to this Agreement, PAWAR TRANSPORTATION shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by PAWAR TRANSPORTATION under this Agreement are on DISTRICT property or on a third party's premises. (1) General Liability policy will include Sexual Molestation coverage. (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insured.

b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

c. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The Workers Compensation includes the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

11. **Cancellation** - District shall have the option to cancel any scheduled route upon notification to the contractor of at least one (1) hours prior to the scheduled pupil pick up time. Cancellation of routes by either the district, pupils, or parents of less than one (1) hours shall result in full payment for the entire trip by the district to the contractor and will be billed as "Services Rendered." In the event that transported students do not arrive to the vehicle on time (after a 15 min wait by the driver), the driver will leave the address and return back to the student pick up/drop off address if it is reasonable to do so. There will be a charge to district if the driver is to return for the excess mileage.

Pawar Transportation LLC
Transportation, Management and Consulting

12. Indemnification, Hold Harmless Agreement - PAWAR TRANSPORTATION agrees to defend, indemnify, save, and hold harmless DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

DISTRICT agrees to defend, indemnify, save, and hold harmless PAWAR TRANSPORTATION from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

13. Independent Contractor Status - This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

14. Force Majeure - contractor shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of nature, fire, flood, war, riot, civil disturbance, terrorism, epidemic, or any other occurrence, which is beyond the control of contractor when satisfactory evidence is presented to the district.

15. Non Exclusive - Non-Exclusive Contract- Pawar Transportation and district agree that during the term of this Agreement and any extension thereof, district may use Pawar Transportation as its transportation coordinator on the terms set forth herein, or district may choose any other transportation coordinator that it wishes to use, but will not use the other transport coordinator for the current routes and students agreed upon within this contract. The information provided to district by contractor is deemed strictly confidential and may not be disclosed to another vendor or transport coordinator including but not limited to: rates, routes, training, transport materials.

16. Permit - Permits, Licenses, Laws, and Regulations- Contractor shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.

17. Personnel - Contractor Personnel- All personnel assigned to perform under this agreement shall be subject to continuous monitoring by schools and by contractor. All drivers shall be licensed and properly certified as required by appropriate California Law. All drivers must submit to a Live Scan Department of Justice background test. All drivers shall be neat in appearance and professional, including but not limited to dress code, personal hygiene, good health, manners, and demeanor. Schools may object to the use of the assigned driver in performing services under this agreement, in such event, district will notify Contractor in writing specifying reasons for such objection in detail.

Pawar Transportation LLC
Transportation, Management and Consulting

18. Signatures

Representative of District



penny Lauksong
Asst. Supt. of Business Services

Representative of Pawar Transportation

Dated: 01/14/2020

Northern California
3673 Vista Charonoaks
Walnut Creek, CA 94598
Tel: 925 938 6565

Southern California
137 N Larchmont Blvd, #640
Los Angeles, CA 90004
Tel: 323 463 2204

III. INSURANCE

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

TRANSPORTATION CONTRACTOR

Risk control recommendations for transportation contractors to consider:

- Ask for SPAB (School Pupil Activity Bus) certification.
- Ask for Terminal Inspection Report from CHP that rates service providers on scale of 1-100 based on annual inspection report (must have 85 or higher to pass CHP).
- Maintenance records.
- Require driver to provide students with safety training – overview of bus safety features, exits, etc.

Contractor, at its expense, shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **Contractor**, its agents, representatives, or employees. The **Name of District (or COF/Charter School)** shall hereafter be referred to as **[REDACTED]**

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, Symbol 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

- | | | |
|--------------------------------|-------------|--|
| 1. General Liability: | \$2,000,000 | General Aggregate |
| | \$2,000,000 | Products/Completed Operations Aggregate |
| | \$1,000,000 | Personal & Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| 2. Automobile Liability: | \$5,000,000 | Per Accident for Bodily Injury & Property Damage |
| 3. Workers' Compensation: | Statutory | As required by the State of California |
| Employer's Liability: | \$1,000,000 | Per Accident for Bodily Injury or Disease |
| 4. Sexual Abuse or Molestation | \$3,000,000 | Per Occurrence |

Any insurance proceeds available to **Contractor** that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the **District** as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the **District**. At the option of the **District**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the **District**, its officers, officials, employees and volunteers; or the **Contractor** shall provide a financial guarantee satisfactory to the **District** guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Adventist Health and Rideout Drug Testing Services

Participation Agreement And Certificate of Compliance

January 1, 2020 - December 31, 2020

Marysville Joint Unified School District has been a participant in Adventist Health and Rideout Drug Testing Services, a random drug and alcohol testing program as mandated by the Code of Federal Regulations DOT-FMCSA 49 CFR Part 382 since 01/01/2019. Marysville Joint Unified School District continues to be a member in good standing for the calendar year 2020. Any questions regarding their 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, 2020, 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.

Notification of testing violations (including refusal to test, positive, substituted or adulterated tests as well as return to duty and follow up testing) may be reported to all Primary Carriers and DOT FMCSA Drug and Alcohol Clearinghouse (with appropriate authorization) as per regulations outlined in 49 CFR Part 382 and Part 40.

Agreed to:

Marysville Joint Unified School District :

Penny Lauseng, ASST. Spt. of Business Services
Name of Signor

Signature

Date

C/TPA:

Adventist Health and Rideout Drug Testing Services
1531 Plumas Ct., Suite B-D
Yuba City, CA 95991
530 751-4911
530 751-4914 fax

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Business Services Department
Approval : PR
Date: 1-20-20

COMPANY/CARRIER PROFILE

Company Name: Marysville Joint Unified School District

Company owner's name: Is the owner a driver? **Company Owner Phone:** **Owner email:**

Mailing Address: 1919 B St Marysville , CA 95901

Physical Address: 1919 B St Marysville , CA 95901

Phone: 530 749-6199 **Fax:** **Is this number confidential/secure?**

DER/Primary Designated Employer Representative: Greg Taylor **DER Phone:** 530 749-6199

DER cell phone: 530 434-4054 **DER E-mail:** gtaylor@mjuds.com

Alternate DER contact: Andy Willis **Alternate phone:** 530 740-6496 **Alternate cell:** 530 415-1340

Alternate E-mail: awillls@mjuds.com

US DOT/FMCSR #: 2655323 **MC #:** 64635

Company Type: "C" Company or "O" single owner/operator: C

SECURE REPORTING

Secure company pass code for telephone inquiries:

What is your preferred method of receiving results? Confidential Email , Secure Fax, or Client

Web Portal: **Email Password for results via email or Client Web Portal:** must

be 8 to 20 characters and must contain 3 of 4: Uppercase, Lowercase, Number, Special Character.

RECORDS CLEARINGHOUSE

Do you wish Adventist Health and Rideout to perform DOT required drug and alcohol record searches on your behalf? Yes

Beginning January 6, 2020 you may elect Adventist Health and Rideout as your Consortium/third party administrator (C/TPA) in the Clearinghouse and assign permission to allow us to report violations, report return to duty test results and successful completion of follow-up testing and conduct queries on your behalf. If you elect to have us perform this service you must designate us as your C/TPA to act on your behalf and assign permission in the FMCSA Drug and Alcohol Clearinghouse. You must also have pre-purchased queries available for our use and you must ensure that your drivers provide electronic consent as well as manual off-line written inquiries until 01/06/2023. If at any time you have not met these requirements, Marysville Joint Unified School District will be notified and immediately be responsible for all aspects of compliance with the records and Clearinghouse. Selecting a C/TPA is required for an employer who employs him/herself as a driver (owner-operator). For all other employers, this is optional.

Are you the owner of the company and you also act as a driver?

Beginning January 6th, 2020 C/TPA's are required to report verified positive, adulterated or substituted, refusal to take a drug or alcohol test, actual knowledge of a violation, negative return to duty and the successful completion of a driver's follow-up testing plan directly to the FMCSA Drug and Alcohol Clearinghouse if you are an owner/operator. You must designate us in the Clearinghouse to act on your behalf.

DOT POLICY DEVELOPMENT

Does your company have a DOT approved drug and alcohol policy on file? Yes Effective January 6, 2020 your DOT Policy must include information regarding compliance with the DOT FMCSA Drug and Alcohol Clearinghouse. Would you like Adventist Health and Rideout to provide your company with a new updated policy to include these regulations? If a driver has a DOT drug or alcohol violation circle which policy you would like to follow:
Policy 1 Terminate employee Policy 2 Employee pays for SAP Policy 3 Company pays for SAP

DOT SUPERVISOR TRAINING

Has your company DER completed the required DOT approved supervisor training to recognize the signs and symptoms of drug and/or alcohol abuse and misuse? Adventist Health and Rideout Drug Testing offers quarterly training via Skype meeting. Would you like to sign up for this training?

Notes: _____

Please review the information we have on file for your company, and update any information that has changed. All company correspondence (company billing or address changes, driver terminations, cancellations etc.) must be sent to our office as indicated on this agreement. We will not accept any changes to your company or drivers unless we receive the changes in writing. You are required to return a completed copy of this form with the signed 2020 Participation Agreement by January 06, 2020.

We appreciate your business

1531 Plumas Ct., Suite B-D * Yuba City, CA 95991 * 530.751-4911 * 530.751-4914 fax

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 and FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse. 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. Reports which have been provided previously will incur duplicate record charges.
- Statistical laboratory testing summaries and annual summaries are available upon request with 2 days advance notice.
- Drug testing results will be reported via fax, email or client web portal to the designated employer representative immediately upon completion of medical review. Results sent via email or electronic transmission will report to your email address from ReportingServices@everitest.net. **DO NOT REPLY TO THIS EMAIL.** The file will be encrypted for security and can be accessed by using the password which you requested to be setup for you access. If you do not have a password contact our office to set one up. 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) via text or email to drivers who have a pre-employment test. We will also copy the employer and send an acknowledgment of receipt for the document which you will need to 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. Beginning January 6th, 2020 MRO's are required to report verified positive, adulterated, or substituted and refusal to test requiring MRO determination directly to the FMCSA Drug and Alcohol Clearinghouse.
- 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 afterhours emergency DOT collections for DOT qualified 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 quarterly via Skype, contact our office to register for the next available training.

- *Beginning January 6, 2020 if you designate Adventist Health and Rideout through the FMCSA Drug and Alcohol Clearinghouse and this agreement we will report violations, report return to duty results and follow-up completion and conduct queries on behalf of Marysville Joint Unified School District. This does not include any DOT required driver safety performance history as outlined under FMCSA part 391. If you choose not to designate Adventist Health and Rideout to perform this service you are responsible for all aspects of compliance with the Clearinghouse.*

- *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 you "sub haul".*
- *Beginning January 6, 2020 if you are an owner/operator, you are required to designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. You must also have purchased a query plan before queries can be conducted on your behalf. If fail to comply with any aspect of the Clearinghouse requirements you will be terminated from this program for non-compliance.*
- *Beginning January 6, 2020 if you are an employer you may designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. If you elect us to perform this service you must purchase a query plan before queries can be conducted on your behalf. If you fail to comply with any aspect of the Clearinghouse requirements you will be notified in writing of your failure and you will be responsible for all aspects of compliance with the Clearinghouse.*
- *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 to Company Profile, Reporting, Records Clearinghouse, Supervisor Training or Policy.*
- *Marysville Joint Unified School District will provide copies of any missing 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 and 7035871 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 Marysville Joint Unified School District 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 \$275.00. This applies ONLY to single owner/operators (who have no drivers other than the company owner). 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.
- 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 pre-employment testing and annually. Cost for this service will be \$12.50 per record 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. Any company owner who also acts as a driver may not opt out of this. The TPA is required to report and query the FMCSA Drug and Alcohol Clearinghouse on behalf of all owner/operators.
- 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 maintenance.

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 the driver does not have the required Custody and Control Form available, the company may ship a CCF to the driver or the laboratory can overnight the form at an additional fee. We are no longer able to request off-site PE or other non-emergency tests without a CCF. You must allow 24-48 hours (business days) for the CCF to arrive.

- 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 and compliance 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. We will not add drivers to the pool without written documentation of compliance with regulations as set forth in 49 CFR Part 382 and Part 40.0*
- 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 :

- Fails 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.*
- Fails 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.*



INTERNSHIP MEMORANDUM OF UNDERSTANDING UNIVERSITY OF PHOENIX – California

The University of Phoenix Internship Program is a California Commission on Teacher Credentialing (CCTC) approved program for the **Multiple and Single Subject Credentials**. The Internship Credential has the same legal status as the California Commission on Teacher Credentialing (CCTC) Preliminary Credential, except that it is only valid in one school district or consortium. For this reason, interns must have a contract before a credential can be issued. Each intern candidate will work under the direct and continuing supervision of a University of Phoenix Intern Supervisor and Employer Mentor who provides general support at the classroom level of the Intern's Employer.

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold a baccalaureate degree or higher from a regionally accredited institution of higher education in accordance with Education Code Section 44453,
- (2) **Pre-Service Requirement.** Each Multiple and Single Subject Internship program must include a minimum of 120 clock hours (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English learners.
- (3) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - a. Provisions for an annual evaluation of the district intern.
 - b. A description of the courses to be completed by the intern, if any, and a plan for the completion of pre-service or other clinical training, if any, including student teaching.
 - c. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- (4) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns (see expectations below). No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person in accordance with Education Code Section 44462.
- (5) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential in accordance with Education Code Section 44454. The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s) in accordance with Education Code Section 44458.

- (6) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved in accordance with Education Code Sections 44321 and 44452.
- (7) **Non-Displacement of Certificated Employees.** The institution and participating district must certify that interns do not displace qualified, certificated employees in participating districts.
- (8) **Length and Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities in accordance with Education Code Section 44325 (b).
- (9) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.
- (10) **Early Completion Option.** Each multiple and single subject intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential.

The University Intern Expectations

Participating interns must adhere and agree to the following.

- (1) All interns must obtain an approved teaching contract.
- (2) Each intern must hold an CA Intern Credential.
- (3) Interns must assume full teaching and legal responsibility for their assigned classroom pursuant to his/her teaching contract from the first day of the teaching assignment as a paid employee of the School District for at least one academic semester.
- (4) Interns will receive standard salary and benefits based on the assigned School District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher and agrees to attend department and faculty meetings and parent-teacher conferences as assigned by the school administration.
- (5) Interns may not coach extra-curricular activities nor be required to attend meetings that present a conflict with their current course schedule at the University of Phoenix.
- (6) Interns are expected to attend all school and district in-service training sessions whenever possible.
- (7) Interns agree to attend assigned District and School orientations that occur prior to the start of the school.
- (8) Interns are responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans to meet the needs of all students. The intern is expected to:
 - a. make preparations to accomplish his/her teaching responsibilities outside the classroom, which includes and is not limited to development of lesson plans for all students
 - b. abide by the policies of the school and district
 - c. meet administrative due dates
 - d. communicate with parents by letter, phone, and/or conference when necessary
 - e. maintain prompt and regular attendance
 - f. maintain a grade book according to the requirements of the school
 - g. conference with the University Supervisor and Mentor to discuss progress and receive feedback about his/her teaching performance
 - h. maintain classroom control and management of all students
 - i. provide proper supervision of the students

- j. complete the University of Phoenix Progression Requirements for its Master of Arts/Teacher Education Program through continuous enrollment
- k. meet all requirements of the CA K-12 state standards

The Commission-Approved Intern Program Expectations

- (1) Provide a University Intern Supervisor with the following qualifications:
 - a. Five (5) years or more K-12 experience
 - b. EL Authorization
 - c. CLEAR or Life teaching credential
- (2) Complete yearly university training in supervision, assessment, academic standards and framework.
- (3) Conduct University Internship Orientation with the intern and mentor prior to assuming responsibilities.
- (4) Model professional practices in teaching and learning, collaborating in communities, reflective practice, valuing diversity, innovative practices, integrating technology, and professional development.
- (5) Provide supervision and in-classroom coaching specific to the needs of English learners.
- (6) Communicate with the assigned mentor to offer support to the intern, including sharing of documentation and monitoring of the Intern.
- (7) Provide five (5) hours per month advice and assistance, including in-class observations, evaluations, and coaching as outlined in the Support and Supervision document.
- (8) Establish communication procedures with mentor and intern.
- (9) Annual review of the intern.

The Intern's Employer Expectations

- (1) Assign a district/school mentor to the intern to provide support throughout the Internship.
- (2) The mentor will serve as an on-site guide, who observes the intern, and provides substantive feedback as outlined in Intern Support and Supervision document.
- (3) The mentor qualifications are: Master's degree preferred, a minimum of three (3) years (five (5) preferred) teaching experience and hold a CLEAR or LIFE credential in the appropriate subject, and hold an EL Authorization.
- (4) Provide written verification of position, including a letter of intent to hire and a copy of the official teaching contract.
- (5) Provide sufficient classroom resources, including the use of technology.
- (6) Communicate with University of Phoenix and the faculty supervisor to offer support to the intern.
- (7) Provide seventy-two (72) hours of support per intern per semester with a minimum of two (2) hours of support every five (5) instructional days, including coaching and in-class assistance working with English Language Learners, including lesson planning, assessment of language needs and progress, and resource support options.
- (8) Provide opportunities and resources for professional development.
- (9) Annual review of the intern in conjunction with the University Intern Supervisor.

* We, the Marysville Joint Unified School District, County Office of Education
N/A or Western Association of Schools and Colleges
(WASC) approved private school N/A, agree to all of the conditions
of this Internship Contract Agreement as specified above, to be effective on January 2, 2020
(date), and continue for an indefinite period, unless otherwise terminated in writing by either party
with a 60 day prior notice.

* If not applicable, please place N/A on the line.

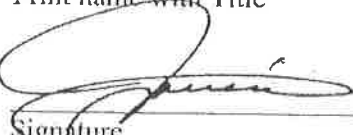
University of Phoenix Representatives

*District, Consortium, or County
Office of Education Representative*

Signature of Campus College Chair,
Education

RAMIRO G. CARREON, ASST. Supt.
Print name with Title

Signature of Credential Analyst


Signature

Date

01/15/2020
Date

Address

MARYSVILLE JOINT UNIFIED SD
Organization

Phone

5872736
CDS Code

Intern Candidate

(Intern) Print name

Address

Signature of Intern

Phone

Intern information sheet

We need the below information to provide verification to the state. Please provide this information along with the MOU at least 14 days prior to the students contracted start date so we can provide this information to the state.

Intern Name:

Start date of contract/internship:

District Information

District Name	District Address
Marysville Joint Unified	1919 B St., Marysville, CA 95901

District contact name	District contact email	District contact phone
Ramiro G. Carreón	rcarreon@mjUSD.com	530.749.6144

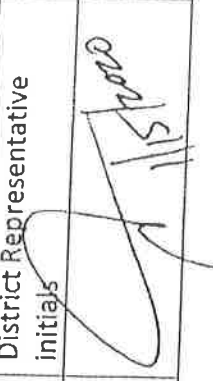
District mentor information

District assigned mentor name	Position title	Phone number	Email	#yrs. experience p-12 education	ELL verified
Julie Alves	New Teacher Support & Development	530.740.6440	jAlves@mjUSD.k12.ca.us	30+	Yes

Intern Site information

Content area	Grade Level(s)	School name	School address
Social Science	7 & 8	Anna L. McKenney Middle School	1904 Huston S., Marysville, CA 95901

School phone	Start date of contract
530.741.6187	08/13/2019

The district mentor has been informed and agreed to provide a minimum of 2 hours of coaching and support every 5 instructional days per state internship requirements.	District Representative initials
	



**2019-2020 Principal Preparation Pathway
Internship Application and Intern Support Agreement
August 22 – December 6, 2019; January 13 – May 1, 2020**

In the interest of providing principal interns with formative internship experiences that will prepare them to meet the real challenges of school leadership roles, the principal intern, ASU Educational Leadership Program, school, and district identified below enter into this agreement regarding the internship placement and supervision.

This form is to be completed jointly by the ASU principal intern, mentor principal, and the appropriate district personnel authorized to approve the internship placement.

By signing this form, the District agrees to serve as a host for the named principal intern for the purpose of providing experiences and activities appropriate to the role of the Principal.

The internship will be conducted at the following school and district:

School Marysville Charter Academy for the Arts District Marysville Joint Unified School District

Intern Information

Intern Name Kendra Barrera Position English/Dance Teacher

School Marysville Charter Academy for the Arts District Marysville Joint Unified School District

Signature  Date 1/16/2020

Mentor Principal Information

Does the mentor listed below have a valid Principal Certificate? Yes x No

If no, please explain:

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Note: If you answered "Yes" to the Mentor Principal certification question, please fill in the Mentor information, below. If you answered "No" to the question, you will need to have a "mentor of record" who can answer "Yes" to having a principal certificate. If you need a mentor of record, please fill out both the "Mentor Principal Information" and the "Mentor of Record Information" in the designated sections in this application.

Mentor Name Tim Malone Email tmalone@mjusd.k12.ca.us

School Name Marysville Charter Academy for the Arts Phone (530) 749-6157

School Address 1917 B Street, Marysville, CA 95901

District Name Marysville Joint Unified School District

Signature  Date 1/16/20

Superintendent Information (or designee)

Superintendent Name Gary Cena

Position (if designee) _____

Email Address gcena@mjusd.k12.ca.us

Signature  Date 1-17-20

Principal "Mentor of Record" (MOR) Information

This information is only required if your Mentor Principal **does not** possess Principal Certification. If your Mentor Principal possesses a Principal Certificate, **do not** complete this section.

MOR Name _____ Email _____

School Name _____ Phone _____

School Address _____

District Name _____

Signature _____ Date _____

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Terms of Agreement

Terms and conditions of the agreement as noted below shall continue in effect for the period indicated, unless one or more parties request termination of the agreement. Written notice of such termination request must be given at least 30 days prior to said date of termination, unless otherwise and mutually agreed upon by all parties.

As party to the agreement, the Principal Intern shall:

1. Collaborate with Mentor Principal on developing detailed and appropriate Internship Work Plans (one for each semester that includes approved internship activities) and other assignments.
2. Maintain accurate Internship Logs and submit them every five weeks as required.
3. Communicate on a daily basis with Mentor Principal.
4. Schedule and chair Intern Development Meetings (IDMs) each semester that include the mentor principal, ASU supervisor, and ASU leadership coach. IDMs for campus immersion (face-to-face) students will also include the superintendent or designee.
5. Schedule and participate in full-day shadowing opportunities with the mentor principal/other principals.
6. Complete all assignments and requirements as described in the EDA 584 and EDA 684 course syllabi.

As party to the agreement, the Mentor Principal and Mentor of Record shall:

1. Collaborate with the Intern on developing detailed and appropriate Internship Work Plans (one for each semester that includes approved internship activities) and other assignments, and the opportunity to accomplish the goals set forward in each.
2. Provide access to multiple pieces of school data as needed to enable the intern to complete the School Scan assignment.
3. Provide observation and participation experiences to the extent possible so that the intern has opportunities to observe, participate in, and lead activities that lead to growth on the administrative standards.
4. Provide regular and ongoing informal feedback on the intern's performance (both strengths and areas for improvement) and complete two written evaluations (one at the end of each semester of the year-long internship).
5. Provide guidance and daily assistance with typical administrative tasks, responsibilities, and decision-making.
6. Serve as a role model for sound and ethical decision making for the intern.
7. Review and sign the Internship Logs on a regular basis.
8. Participate in Intern Development Meetings with the principal intern, ASU internship supervisor, and ASU leadership coach. IDMs for campus immersion (face-to-face) students will also include the superintendent or designee.

As party to the agreement, the Superintendent or Designee shall:

1. Support the mentor principal as a partner in providing internship experiences to the principal intern.

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2. Agree to assist the intern with an alternative internship experience should unforeseen circumstances interrupt the current arrangement (e.g., the principal is unable to finish supervising the internship).
3. Be willing to consider including the intern as may be appropriate in district-level meetings or activities that may arise during the student's internship.
4. Affirm that the mentor principal possesses a current principal or superintendent certificate and is currently a practicing principal.
5. Ensure district staff participation in the Intern Development Meetings to provide support and guidance to the principal intern and his or her mentor principal.

As party to the agreement, the ASU Internship Supervisor shall:

1. Meet regularly with the principal intern to discuss program expectations, review progress on Internship Work Plans and provide ongoing support and guidance.
2. Attend Intern Development Meetings.
3. Work with the Mentor Principal to guarantee that the intern is provided with quality experiences and opportunities similar to those of experienced practicing principals.
4. Review and approve the proposed Internship Work Plans.
5. Collect and verify for completion all paperwork required by the university including: Internship Application & Intern Support Agreement, Internship Logs, Mid-year & Final Evaluations, and all required assignments.
6. Assist with any concerns or questions that arise during the internship experience.
7. Evaluate student work based on submitted assignments and mentor principal feedback.
8. Ensure that all course requirements outlined in the EDA 584/684 course syllabi (as appropriate) are completed, and issue a grade for the courses.

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Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2019-2020

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 2019-1st quarter (7/1/19-9/30/19)
☒ January 2020-2nd quarter (10/1/19-12/31/19)
☐ April 2019-3rd quarter (1/1/20-3/31/20)
☐ July 2020-4th quarter (4/1/20-6/30/20)

Date for information to be reported publicly at governing board meeting: January 28, 2020

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 Gary J. Cena


 Signature of District Superintendent _____ Date January 6, 2020



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

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, 2019, 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.

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, 2019, 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.

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348 Olive Street
San Diego, CA
92103

O: 619-270-8222
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christywhite.com

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, as 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 11, 2019 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.



San Diego, California
December 11, 2019

AUDIT CERTIFICATION FORM
2019-20 FINANCIAL REPORT/AUDIT

In accordance with Assembly Bill 3627, Chapter 1002, as it pertains to Education Code Section 41020.3, the Governing Board must review and accept the prior year's Financial Report/Audit, at a public meeting, on or before January 31st and

THEREBY, as written verification of said review, the Governing Board of the Marysville Joint Unified School District, reviewed and accepted on January 28, 2020 the Annual Financial Report as of June 30, 2019.

(Signature) District Superintendent

(Date)

Forward this Audit Certification form by April 1, 2020 to:
Yuba County Office of Education
Veronica Merenda, Coordinator of Fiscal Services
935 14th Street, Marysville, CA 95901

P.O. Box 2185 ~ Irwindale, CA 91706
Ph: (626) 303-5112 Fx: (626) 303-5115

BILL TO: Marysville Joint Unified School district
Bob Eckardt
1919 B Street
Marysville , CA 95901

SITE LOCATION: Lindhurst High School
4446 Olive Drive
Olivehurst , CA 95961

JOB #: 40421

QUANTITY	ITEM	PRICE
	<p>Temporary rental of the following:</p> <p>(1) 42' X 12 Row mobile bleacher (300 seats)</p> <p>Include delivery, installation, rental and removal Permits & engineering are not included A signed contract or a Purchase Order is required otherwise a delivery will NOT be scheduled.</p> <p>Installation: June 04, 2020 7:00 AM Removal: June 06, 2020 7:00 AM TERMS: NET 10 (with P.O.)</p>	\$4,450.00
<p>All liability including, but not limited to, the use and operations of the above rental equipment is the sole responsibility of Lessee. Lessor is responsible only for the structural integrity of the installation. Lessee agrees to defend and hold harmless Lessor in any and all claims, except in the event of structural failure, in connection with the above rental equipment. Minors shall not be allowed on rental equipment unsupervised.</p> <p>Please Send Payments ONLY to P.O. Box 1414 Glendora, CA 91740</p>		<p>TOTAL \$4,450.00</p> <p>DEPOSIT</p> <p>BALANCE \$4,450.00</p>

*This proposal shall represent the full and complete Agreement between the parties when signed by the Lessee and returned to us. Notwithstanding the foregoing, this Agreement is subject to availability of the material and equipment described herein as of the date the fully executed Agreement is received by us. **This Agreement is subject to the terms and conditions set forth on the back page hereof, which terms and conditions are made part of this Agreement.***

Lessee Marysville Joint Unified School district

Lessor Mike Brown Grandstands, Inc.
Bill Gallimore

Date December 12, 2019

By Penny Lauseng, Asst. Supt. of Business DATE 5/21/2008
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Business Services Department
Approval: PL
Date: 1-21-20

Mike Brown Grandstands, Inc.

P.O. Box 2185 ~ Irwindale, CA 91706
Ph: (626) 303-5112 Fx: (626) 303-5115

CONTRACT 12289 BG

Terms and Conditions

1. Lessor hereby leases to the Lessee, and Lessee hereby leases from Lessor, the material and equipment described on the face side of this agreement (Hereinafter called "equipment"), and agrees to provide the services incident thereto at the price set forth here in and subject to the following terms and conditions:
2. This is a lease agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of said equipment or do anything which might suggest to third parties that Lessee has any power to do so. The equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the equipment.
3. Lessee assumes all risks and liability for the use and operation of the equipment and for personal, injuries and property damage arising from or incidental thereto; and Lessee shall protect, defend, indemnify and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to Lessee, his guests and employees of Lessor and Lessee, on account of personal injuries or death, or damage to property, growing out of, incident to or resulting directly or indirectly from the performance of this lease agreement, from any cause whatsoever unless such claims, demands or causes of action arise solely through the negligence of Lessor.
4. Lessee agrees to provide, at his expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, Lessee shall remove all personal property installed or placed on the equipment by Lessee or any other party, and upon dismantlement of the equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third party which had theretofore been protected by Lessor's equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of Lessor's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the equipment without further notice, and Lessee hereby indemnifies Lessor from any cost, expense or liability arising therefrom.
5. Lessor shall deliver and install the equipment at such reasonable times, as it deems best for safety and scheduling, allowing time for Lessee's decoration and pre-event arrangements. Lessee shall advise the Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice Lessor can assume no underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Lessee assumes the risk and releases Lessor from liability from any such damages which may occur. Lessor may rely on and follow any directions whether oral or written of any member of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the equipment or the performance of any services called for by this agreement.
6. If Lessee supplies any labor in connection with the installation of the equipment, Lessee shall provide workmen's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in amounts reasonably required by Lessor, Lessee shall hold Lessor harmless from and against any all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.
7. In the event that Lessee changes any of the arrangements relating to the services to be performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge therefore.
8. This contract may be cancelled by Lessee not less than seventy-two (72) hours prior to the time scheduled for initial delivery of equipment to premises of Lessee. In the event that such notice of cancellation is given by Lessee to Lessor on or before thirty (30) days prior to such scheduled delivery date then Lessee's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. In the event that such notice of cancellation is given less than thirty (30) days but more than (72) seventy-two hours prior to such delivery date, then Lessee shall be liable in addition thereto for any provable damages directly attributable to such cancellation. Should Lessee fail to give such notice of cancellation prior to seventy-two (72) hours before the scheduled delivery date, then Lessee shall be responsible for the full contract price as specified in this agreement.
9. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid at the time, an amount equal to 2% (24% per annum) of the outstanding balance shall be added to said balance every thirty (30) days thereafter until final payment is made by Lessee. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and payment is not made by such person or organization with the terms specified Lessee shall, promptly upon receiving note of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.
10. If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms and conditions hereof, or if any execution of writ or process of law shall be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may immediately take repossession of its equipment without any court order or any other process of law and may enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability therefor.
11. No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented except as expressly provided herein. This agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the price paid or that portion thereof as may represent Lessee's damages. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.
12. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance.
13. If this contract provides for the sale of goods, paragraphs 3, 4, 6, 9, 10, 11, and 12 above shall apply, and in addition, the following terms shall apply:
 - a) The goods are sold "AS IS" with NO WARRANTY of merchantability or of fitness for a particular purpose except as expressly stated on the face hereof.
 - b) Installation, maintenance or other services are not included in the sale contract. If this agreement provides for services to be rendered by Lessor, the contract therefore shall be deemed separate from this agreement, and will be priced separately, and in such case paragraph 6 shall apply to the extent it is applicable.
 - c) Buyer represents and warrants that he has all knowledge and facilities necessary for proper maintenance of the goods sold and Buyer further indemnifies and holds harmless Lessor, from all claims, damage, cost and liability of any nature related to the use and/or maintenance of the goods.
14. Any person executing this agreement on behalf of a corporation or organizing warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby.

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