

Business Services Department

Approval PL

Date: 12-6-19

*[Signature]*

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

## MASTER CONTRACT

*2019-2020*

# MASTER CONTRACT

GENERAL AGREEMENT FOR ~~NON~~SECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT UNIFIED SCHOOL

LEA

DISTRICT

Contract Year

2018-2019 Extended School Year  
(ESY) session only

Nonpublic School

Nonpublic Agency

## Type of Contract:

☒

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

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

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

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

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (MJUSD)

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: THE DEVEREUX FOUNDATION-DEVEREUX TEXAS  
TREATMENT NETWORK

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is ratified on December 17<sup>th</sup>, 2019 for the term below, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Devereux Foundation-Devereux Texas Treatment Network (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from August 3, 2019 through August 17, 2019, for the term of ESY only.

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

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS**

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The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this

paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

**PART I**

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

\$2,000,000 per occurrence

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

#### **18. SUBCONTRACTING**

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

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

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

#### **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of

the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

## **26. DATA REPORTING**

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to

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have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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

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

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

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

### 31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and

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

### **32. IEP TEAM MEETINGS**

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

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

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

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards

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graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

### **40. PARENT ACCESS**

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an

emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

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

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

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, Cal. Code Regs., Title 2, section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

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

### **46. STAFF QUALIFICATIONS**

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

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

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

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

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

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any

circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

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

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

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

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the

administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

**55. SEXUAL HARASSMENT**

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

**56. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA



Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive

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

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

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

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

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

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

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

## 59. PAYMENT FROM OUTSIDE AGENCIES

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

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

### NONPUBLIC AGENCY STAFF ABSENCE

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

### NONPUBLIC AGENCY STUDENT ABSENCE

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 3rd day of August, 2019 and terminates at 5:00 P.M. on August 17<sup>th</sup>, 2019, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Devereux-Texas Treatment Network**  
Nonpublic School/Agency

**Marysville Joint Unified School District**  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

**Penny Lauseng, Assistant Superintendent**  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Penny Milner, Contracts	<b>Name and Title</b> Toni Vernier, Exec. Director Special Ed.
<b>Nonpublic School/Agency/Related Service Provider</b>  The Devereux Foundation and Devereux Texas Treatment Network	<b>LEA</b>  Marysville Joint Unified School District
<b>Address</b> 1150 Devereux Drive	<b>Address</b> 1919 B Street
<b>City</b> <b>State</b> <b>Zip</b> League City                      TX                      77573	Marysville      CA      95901
<b>Phone</b> <b>Fax</b> 281-316-5433                      281-554-7447	<b>Phone</b> <b>Fax</b> 530-749-6180                      530-741-7850
<b>Email</b> pmilner@devereux.org	<b>Email</b> tvernier@mjuds.com

**Additional LEA Notification**  
(Required if completed)

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip**

\_\_\_\_\_  
**Phone**                      **Fax**

\_\_\_\_\_  
**Email**

## EXHIBIT A: 2019-2020 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Devereux Foundation and Devereux Texas Treatment Network

The CONTRACTOR CDS NUMBER: 77-76422-6131056

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 12:1

Maximum Contract Amount: \$5,415.75

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

- 1) Daily Basic Education Rate \$109.08
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>\$57.71</u>	<u>daily</u>
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

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<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Residential/Room &amp; Board (540)</u>	<u>\$230.62</u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

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# **EXHIBIT B: 19-20 ESY ISA**

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

This agreement is effective August 3, 2019 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on August 17, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School The Devereux Foundation and Devereux Texas Treatment Network

LEA Case Manager: Name Toni Vernier Phone Number 530-749-6180

Pupil Name \_\_\_\_\_ Sex: ☐ M ☒ F Grade: 12+  
(Last) (First) (M.I.)  
Address \_\_\_\_\_ City Marysville State/Zip CA 95901

DOB \_\_\_\_\_ Residential Setting: ☐ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER out of state  
residential

Parent/Guardian \_\_\_\_\_ Phone (916) 459-8419 ( \_\_\_\_\_ )  
(Residence) (Business)  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

### **AGREEMENT TERMS:**

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

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

Estimated Number Education Days 10 x Daily Rate \$109.08 = **PROJECTED BASIC EDUCATION COSTS: 1,090.80**

### **B. RELATED SERVICES:**

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

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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				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)		x		15 days	\$57.71	15	\$865.65
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
RESIDENTIAL (540)		x		daily	\$230.62	15	\$3,459.30
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

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**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$5,415.75**

ISA is for ESY session only and ends on August 17<sup>th</sup>.

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

-LEA/SELPA-

(Name of Nonpublic School/Agency)

Vanessa E. Reed  
(Signature)

12-05-19  
(Date)

Pamela E. Reed, Executive Director  
(Name and Title)

(Name of LEA/SELPA)

Penny Lussag  
(Signature)

12-9-19  
(Date)

Penny Lauseng, Assistant Superintendent  
(Name of Superintendent or Authorized Designee)

## Location

Includes Purchase Orders dated 11/01/2019 - 12/01/2019

Board Meeting Date December 17, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Accounting/Payroll (103)</b>				
P20-02221	SCHOOL SPECIALTY	Lateral File	01-4410-0000	660.04
P20-02360	EGP Business Solutions	Tax Forms	01-4300-0000	956.06
			<b>Total Location</b>	<b>1,616.10</b>
<b>Location After School Program (107)</b>				
P20-02139	S & S WORLDWIDE	STARS/ Andy A	01-4300-6010	885.08
P20-02140	S & S WORLDWIDE	STARS/ Holly	01-4300-6010	514.08
P20-02267	S & S WORLDWIDE	STARS/ Nilsa	01-4300-6010	229.20
P20-02330	LAKE SHORE LEARNING MATERIALS	STARS/ Holly	01-4300-6010	153.05
			<b>Total Location</b>	<b>1,781.41</b>
<b>Location Arboga Elementary (01)</b>				
P20-02237	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/WISEMAN	01-4300-0004	183.92
P20-02268	AMAZON.COM	Classroom Supplies/KELLY Rm 20	01-4300-0003	11.90
P20-02269	AMAZON.COM	Classroom Supplies/HANSEN Rm 4	01-4300-0003	23.54
P20-02270	AMAZON.COM	Student Supplies/EDWARDS Rm 16	01-4300-1100	106.79
P20-02280	AMAZON.COM	Classroom tech Supplies	01-4300-0003	21.63
P20-02328	Raptor Technologies, LLC	Raptor Visitor Badges	01-4300-1100	216.50
			<b>Total Location</b>	<b>564.28</b>
<b>Location Browns Valley Elementary (03)</b>				
P20-02142	AMAZON.COM	classroom supplies	01-4300-1100	67.42
P20-02145	AMAZON.COM	PBIS incentives	01-4300-1100	54.45
P20-02253	AMAZON.COM	PBIS incentives	01-4300-1100	136.71
			<b>Total Location</b>	<b>258.58</b>
<b>Location Business Services (106)</b>				
P20-02174	RECLAMATION DISTRICT 784	Levee and Internal Drainage O & M	01-5890-0000	38,801.78
<b>Location Categorical (203)</b>				
P20-02347	U.LINE.COM	Paper Bags	01-4300-9045	320.25
<b>Location Cedar Lane Elementary (05)</b>				
P20-01462	K&S Music	CLE Music	01-4300-4127	21.43
P20-02273	CDW-G COMPUTER CENTER	Otterboxes for iPads	01-4300-0003	624.04

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## Location

Includes Purchase Orders dated 11/01/2019 - 12/01/2019

Board Meeting Date December 17, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Cedar Lane Elementary (05) (continued)</b>				
P20-02307	Motivating Systems, LLC PBIS Rewards	PBIS	01-5801-0004	320.83
P20-02338	Oliver Worldclass Labs	Smartboard (refresh program)	01-4410-0003	1,311.67
			<b>Total Location</b>	<b>2,277.97</b>
<b>Location Charter Academy For Fine Arts (42)</b>				
P20-02119	FLINN SCIENTIFIC INC	Supplies - Science	09-4300-1100	247.48
P20-02121	AMAZON.COM	Supplies - Science	09-4300-1100	397.60
P20-02122	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science	09-4300-1100	290.41
P20-02125	AMAZON.COM	Supplies - Theater Tech	09-4300-1100	58.44
P20-02126	AMAZON.COM	Supplies - Theater Tech	09-4300-0000	84.52
P20-02129	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	CSF Dues	09-5310-0000	75.00
P20-02130	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	CSF Dues	09-5310-0000	25.00
P20-02171	ALLYN SCOTT YOUTH & COMMUNITY CENTER	Rental Fee	09-5630-0000	32,000.00
P20-02172	Production Advantage Inc.	Supplies - Theater Tech	09-4300-0000	101.10
P20-02196	SACRAMENTO THEATRICAL LIGHTING	Supplies - Theater Tech	09-4410-1100	7,098.60
P20-02200	Washington Music Sales Ctr	MCAA Music	09-4300-1100	599.81
P20-02291	Shar Products Company	String Instrument Shoulder Rests	09-4300-1100	1,059.04
P20-02293	J's Party Rentals & Decor	Chair Rental	09-5630-0004	160.00
P20-02294	CCSA REGISTRATION CALIFORNIA CHARTER SCHOOLS CON	CCSA Membership	09-5310-0000	3,820.00
P20-02302	HOUGHTON MIFFLIN/MCDOUGAL	Textbooks - Spanish - Duckels	09-4100-0000	592.73
P20-02312	Munro Enterprises, LLC	Supplies - Dance Recital	09-5630-0004	2,057.84
P20-02320	PETE'S MUSIC & ACCORDIAN CENTER	Supplies - Strings - Hood	09-4300-9010	633.26
			<b>Total Location</b>	<b>49,300.83</b>
<b>Location Child Development (51)</b>				
P20-02201	Waxie Sacramento	Entry Mats / ARB Pre	12-4300-6105	630.48
P20-02271	AMAZON.COM	OLV PRE - Kang	12-4300-6105	33.53
P20-02272	AMAZON.COM	OLV PRE - Kang Soung	12-4300-6105	61.53
			<b>Total Location</b>	<b>725.54</b>
<b>Location Community Day School (54)</b>				
P20-02089	AMAZON.COM	Per Mr. Gray - used for campus clean up	01-4300-1100	29.21
P20-02251	AMAZON.COM	Per Mr. Gray for Science	01-4300-3010	48.66

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Includes Purchase Orders dated 11/01/2019 - 12/01/2019

Board Meeting Date December 17, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Community Day School (54) (continued)				
P20-02361	NIMCO, INC	Tobacco Free Items	01-4300-6690	693.80
			<b>Total Location</b>	<b>771.67</b>
Location Cordua Elementary (07)				
P20-02173	AMAZON.COM	Ball Locker - Staff	01-4300-1100	195.32
P20-02295	J's Party Rentals & Decor	Stage Rental	01-5630-1100	285.00
P20-02324	WEST MUSIC	Ukulele Rack	01-4410-0004	714.24
			<b>Total Location</b>	<b>1,194.56</b>
Location Covillaud Elementary (09)				
P20-01499	K&S Music	COV Music	01-4300-4127	30.01
P20-02096	WALKER'S OFFICE SUPPLIES	Front and Principal's offices	01-4410-1100	4,078.23
P20-02097	Raptor Technologies, LLC	Visitor labels	01-4300-1100	216.50
P20-02098	OFFICE DEPOT B S D	Admin. supplies	01-4300-1100	35.81
P20-02193	SCHOLASTIC	Classroom supplies	01-4300-0003	186.78
P20-02261	AMAZON.COM	Books	01-4300-0003	116.75
			<b>Total Location</b>	<b>4,664.08</b>
Location Dobbins Elementary (11)				
P20-02186	School Health Corporation	DOB Recovery Couch Paper	01-4300-1100	27.80
P20-02198	AMAZON.COM	Classroom Supplies	01-4300-1100	147.22
P20-02323	WEST MUSIC	Ukulele Rack	01-4410-0004	714.24
			<b>Total Location</b>	<b>889.26</b>
Location Edgewater Elementary (12)				
P20-01463	K&S Music	EDG Music	01-4300-4127	39.65
P20-02095	GOVCONNECTION, INC.	ELPLP42 Bulb	01-4300-0003	108.28
P20-02110	SCHOLASTIC	K-6 Scholastic Magazines	01-4300-3010	3,715.78
P20-02111	AMAZON.COM	SPED/2nd Grade	01-4300-0003	77.91
P20-02128	SUTTER BUTTES COMMUNICATIONS	Antenna	01-4300-1100	25.98
P20-02192	AMAZON.COM	SPED/2nd Grade	01-4300-0003	25.97
P20-02199	NWN CORPORATION	HP M404dn Printers	01-4300-0003	416.55
P20-02300	PLANK ROAD PUBLISHING, INC	MUSIC Palfrey	01-4300-0004	44.73

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Board Meeting Date December 17, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Edgewater Elementary (12) (continued)</b>				
P20-02319	WEST MUSIC	LCAP Music Supplies	01-4300-0004	1,468.30
P20-02329	REALLY GOOD STUFF	SPED Rodriguez	01-4410-0004	789.52
P20-02341	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	SPED Rodriguez	01-4300-9010	332.76
P20-02352	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	SPED Rodriguez	01-4300-9010	238.11
P20-02353	TFH (USA) Ltd.	SPED Dueñas	01-4300-6500	21.64
			01-4300-6500	381.81
			<b>Total Location</b>	<b>7,686.99</b>
<b>Location Ella Elementary (13)</b>				
P20-02116	OFFICE DEPOT B S D	Toner	01-4300-3010	1,980.03
P20-02279	Maria Aguilar Willeford	Fingerprint Reimb	01-5810-3010	67.00
P20-02286	Raptor Technologies, LLC	Raptor Rolls	01-4300-1100	433.00
P20-02340	OFFICE DEPOT B S D	Toner	01-4300-3010	1,100.44
P20-02342	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies	01-4300-0003	125.55
			<b>Total Location</b>	<b>3,706.02</b>
<b>Location Facilities (66)</b>				
P20-02106	DIVISION OF STATE ARCHITECT	Olivehurst_Resurfacing DSA Plan Check Fees	01-6223-0004	875.00
P20-02107	DIVISION OF STATE ARCHITECT	8197-MCAA Portable DSA PLAN CHECK FEE	09-6223-0004	2,310.00
P20-02233	Jack E. Campbell Inspections	Cordua Shade Structure-Inspection Services	01-6240-0004	2,800.00
P20-02234	Jack E. Campbell Inspections	Edgewater Shade Structure-Inspection Services	01-6240-0004	2,800.00
P20-02235	Jack E. Campbell Inspections	Ella Shade Structure-Inspection Services	01-6240-0004	2,800.00
P20-02236	Jack E. Campbell Inspections	Johnson Park Shade Structure-Inspection Services	01-6240-0004	2,800.00
P20-02274	PBK Architects, Inc	PBK Architects-State Funding Support	01-5890-0004	2,043.88
			01-6175-0004	40,877.50
P20-02314	WARREN CONSULTING ENGINEERS, INC.	8197-MCAA Portable	09-6222-0004	2,500.00
			<b>Total Location</b>	<b>59,806.38</b>
<b>Location Foothill Intermediate (35)</b>				
P20-02169	J.W. PEPPER & SON, INC	Music	01-4300-0004	161.21
P20-02170	WOODWIND AND BRASSWIND	Music	01-4300-0004	86.45
P20-02203	Rubber Stamps Unlimited, Inc.	Ink Stamps (office / library use)	01-4300-1100	67.79
P20-02278	MobyMax, LLC	Streng	01-5801-6500	183.00

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<b>Location Foothill Intermediate (35) (continued)</b>				
P20-02297	SPORTS OFFICIALS INTERMED SCH	FHS - Sports Officials	01-5801-0000	1,200.00
P20-02362	PERMA BOUND	Library Books	01-4200-3010	5,553.87
			<b>Total Location</b>	<b>7,252.32</b>
<b>Location Grounds (65)</b>				
P20-02143	PACE SUPPLY CORP.	Grounds/2019-2020	01-4300-0000	1,000.00
P20-02367	TWIN CITIES TREE SERVICE	Grounds/LHS	01-5801-0000	950.00
			<b>Total Location</b>	<b>1,950.00</b>
<b>Location Indian Education (108)</b>				
P20-02176	Shonnie Bear	School Wide Presentation	01-5801-4510	700.00
P20-02335	BERNICE STARK	High School Units	01-5801-4510	375.00
			<b>Total Location</b>	<b>1,075.00</b>
<b>Location Instruction (IMC) (110)</b>				
P20-02120	APPLE COMPUTER INC	iPad Mini 256GB - PD	01-4410-4127	1,732.93
P20-02238	ABC SCHOOL EQUIPMENT	Whiteboard	01-4300-0000	442.72
P20-02239	Follett School Solutions, Inc.	3rd Grade Science textbooks	01-4100-0004	244.19
P20-02240	OFFICE DEPOT B S D	Book Rings	01-4300-0000	17.83
P20-02313	SACRAMENTO COUNTY OFFICE OF ED ATTN: FINANCIAL SERVICE	ELD Standards Bookmarks	01-4300-4203	29.65
P20-02350	AMAZON.COM	Water Dispenser	01-4300-0000	194.84
P20-02359	Tahoe Pure	Ed Serv Bottled Water	01-4300-0000	155.00
			<b>Total Location</b>	<b>2,817.16</b>
<b>Location Johnson Park Elementary (15)</b>				
P20-02308	THE TREE HOUSE	Toner	01-4300-1100	627.31
P20-02339	CDW-G COMPUTER CENTER	Server Setup	01-4300-0000	175.37
			01-4450-0000	8,176.12
			01-5801-0000	1,049.00
			<b>Total Location</b>	<b>10,027.80</b>
<b>Location Kynoch Elementary (17)</b>				
P20-01466	K&S Music	KYN Music	01-4300-4127	11.79
P20-02086	TROXELL COMMUNICATIONS INC	PRESTON, NEW SPEAKER	01-4410-1100	3,167.49
P20-02087	AMAZON.COM	RM 19, REPLACEMENT KEYBOARD	01-4300-3010	24.89

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Location Kynoch Elementary (17) (continued)				
P20-02091	CDW-G COMPUTER CENTER	Acrobat Pro For Derek Morrison	01-5801-1100	110.57
P20-02093	AMAZON.COM	RM 27, AMAZON	01-4300-0003	16.22
P20-02206	AMAZON.COM	5TH GRADE AMAZON ORDER	01-4300-1100	259.77
P20-02242	AMAZON.COM	Office, Mr. Preston	01-4300-1100	315.20
P20-02247	AMAZON.COM	MR. PRESTON	01-4300-0003	544.71
P20-02250	PERMA BOUND	Library Books	01-4200-0003	1,636.05
P20-02252	AMAZON.COM	R. FISHER, STRIPPING MACHINE	01-4300-1100	103.40
P20-02260	ESGI	SCHOOL WIDE USE, ESGI LICENSE	01-5801-0003	920.00
P20-02306	SCHOLASTIC	RM 37 SCHOLASTIC.SCI SPIN ORDER ADDITIONAL COPIES	01-4300-3010	75.51
P20-02336	AMAZON.COM	CBT Game	01-4300-1100	194.85
P20-02346	AMAZON.COM	OFFICE, RM 11 & 12. AMAZON	01-4300-1100	143.37
P20-02365	AMAZON.COM	High Tables and Stools	01-4300-1100	260.70
P20-02366	AMAZON.COM	High Tables and Stools	01-4300-1100	450.02
Total Location				8,234.54
Location Linda Elementary (19)				
P20-01498	K&S Music	LIN Music	01-4300-4127	32.15
P20-02155	SCHOOL SPECIALTY	Beanbag Chairs/Wagner, Munson	01-4300-0004	203.49
P20-02156	SCHOOL SPECIALTY	Bookcase	01-4300-1100	385.37
P20-02188	ADVANCED DOCUMENT CONCEPTS	Library Copiers	01-4450-0003	14,505.50
P20-02189	ADVANCED DOCUMENT CONCEPTS	LIN Copier Maint. 19-20 SY	01-5621-0003	3,500.00
P20-02309	AMAZON.COM	HP OfficeJet 5255 Wireless Printer/Young	01-4300-0003	178.49
P20-02325	RISO PRODUCTS OF SACRAMENTO	Riso Ink/Masters	01-4300-0003	346.11
Total Location				19,151.11
Location Lindhurst High (43)				
P20-01464	K&S Music	LHS Music	01-4300-4127	5.36
P20-02109	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-3010	137.62
P20-02151	AMAZON.COM	Supplies	01-4300-0000	243.03
P20-02157	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	32.40
P20-02158	Taqueria El Taco Naco	Staff Meeting 11/1/19	01-4300-0000	587.80
P20-02159	AMAZON.COM	Classroom Supplies	01-4300-3010	583.23

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Location Lindhurst High (43) (continued)				
P20-02160	AMAZON.COM	Classroom Supplies/Toner	01-4300-3010	246.45
P20-02168	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh Garcia	01-4300-0004	134.94
P20-02191	Floral Resources Sacramento	Classroom Supplies/Alvarez	01-4300-7010	1,000.00
P20-02219	AMAZON.COM	Library Books	01-4200-9010	1,086.06
P20-02220	AMAZON.COM	Library Books	01-4200-9010	133.33
P20-02225	SCHOOL SPECIALTY	Task Chairs - Teachers	01-4300-0000	757.75
P20-02232	TANDY LEATHER COMPANY	Classroom Supplies/Kerr	01-4300-0000	65.97
P20-02241	AMAZON.COM	Classroom Supplies/Sleigh Garcia	01-4300-0004	34.09
P20-02246	AMAZON.COM	Classroom Supplies/Technology	01-4300-0000	95.23
P20-02284	CALIFORNIA ASSN FFA Attn: Jennifer Stockton	Classroom Supplies/Alvarez	01-4300-7010	2,120.00
P20-02287	EV Drives	Golf Cart Parts/Kearns	01-4300-0003	314.29
P20-02292	Panasonic Corp of N. America	Camera Repair	01-5641-0000	338.52
P20-02296	ArmorZone Athletic, LLC	Supplies/Football	01-5630-0000	459.00
P20-02299	AIRGAS	Classroom Supplies/Ag	01-4300-0004	100.00
P20-02318	BSN SPORTS	Athletic Supplies/Golf	01-4300-0000	427.35
Total Location				8,902.42
Location Loma Rica Elementary (21)				
P20-01497	K&S Music	LRE Music	01-4300-4127	19.29
P20-02105	Time Timer, LLC	SPED	01-4300-6500	51.91
P20-02210	AMAZON.COM	Rerucha	01-4300-1100	40.00
P20-02223	TROXELL COMMUNICATIONS INC	Projector and Mount	01-4410-3010	1,212.40
P20-02224	CDW-G COMPUTER CENTER	Laptop	01-4410-3010	1,048.22
P20-02345	AMAZON.COM	PBIS Supplies - Attendance	01-4300-0003	129.30
Total Location				2,501.12
Location Maintenance (63)				
P20-02038	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/Transportation Bldg	01-5801-8150	620.00
P20-02124	KELCO FASTENERS & TOOL REPAIR	Maintenance/2019-2020	01-4300-8150	800.00
P20-02127	T.A. LUKER ENGINEERING	Maintenance/Olivehurst	01-5801-8150	150.00
P20-02138	GOLDEN BEAR ALARMS	Maintenance/Arboga School	01-5801-8150	45.00
P20-02187	SHERWIN WILLIAMS	Power Liners	01-4450-8150	15,451.61

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<b>Location Marysville High (45)</b>				
P20-02194	New Management, Inc.	Maintenance/Stock/D/Trower	01-4300-8150	397.23
P20-02204	Decker Equipment/School Fix	Maintenance/Ella Boys RR/MGaribay	01-4300-8150	95.75
P20-02222	CDW-G COMPUTER CENTER	Surface Pro - Travis	01-4410-8150	1,997.55
P20-02254	KYA Services, LLC	Maintenance/LHS Gym Floor Refinish	14-6210-0000	51,139.72
P20-02263	RAH Environmental, Inc.	Maintenance/LHS	01-5801-8150	7,950.00
P20-02276	Carpet II Inc. DBA Premier Floors	Maintenance/LHS Library	14-5642-0000	20,988.69
P20-02277	Carpet II Inc. DBA Premier Floors	Maintenance/LHS Library stairs	14-5642-0000	10,405.40
P20-02281	Servpro of Auburn/Rocklin	Maintenance/Browns Valley	14-5642-0000	42,443.73
P20-02283	Kiz Construction	Maintenance/Johnson Park	14-5642-0000	11,700.00
P20-02298	AMAZON.COM	Maintenance	01-4300-8150	40.01
P20-02301	Lincoln Aquatics	Maintenance/MHS Pool	01-4300-8150	188.63
P20-02310	AMAZON.COM	Maintenance/DT	01-4300-8150	57.23
P20-02316	VERIZON WIRELESS	Jetpack Travis Barnet 530-933-8675	01-4300-8150	12.37
P20-02327	VOLTAGE SPECIALISTS	Maintenance/Cordua	01-5801-8150	800.00
<b>Total Location</b>				<b>165,282.92</b>
<b>Location Marysville High (45)</b>				
P20-02088	AMAZON.COM	Business Class Supplies	01-4300-0004	47.08
P20-02144	AIRGAS	Open PO Airgas	01-4300-0004	250.00
P20-02146	AMAZON.COM	Citizen Paper	01-4300-0000	58.08
P20-02207	AMAZON.COM	Sports Med Supplies	01-4300-0004	34.35
P20-02208	AMAZON.COM	Medical Supplies	01-4300-0004	34.35
P20-02209	Julia Mendoza	Camille Freel Scholarship	73-7299-9020	1,000.00
P20-02255	Container Solutions, Inc.	Rental Ag. Mech. Storage Container	01-5630-0000	400.00
P20-02256	5-Star Students, LLC	5 Star Students Scanners	01-4300-0003	68.30
P20-02257	ELITE UNIVERSAL SECURITY	Security at Football Game 10/11	01-5801-0000	195.00
P20-02258	Zappaaz LLC	Lanyards	01-4300-0004	127.14
P20-02259	OFFICE DEPOT B S D	Science White Boards	01-4300-3010	545.36
P20-02262	AMAZON.COM	Business Class Cable	01-4300-0004	11.86
P20-02265	PELTON'S PARTY	Testing Tables	01-5630-0000	535.00
P20-02304	SkillsUSA California	SKILLS USA KHAN	01-5890-6387	290.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P20-02305	SkillsUSA Webstore	SKILLS USA G101 KHAN	01-4300-6387	2,239.69
Total Location				5,836.21
Location McKenney Intermediate (37)				
P20-02090	J.W. PEPPER & SON, INC	DULLEA	01-4300-0004	119.08
P20-02147	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-1100	856.26
P20-02285	SCHOLASTIC BOOK FAIRS - REGION 13	LIBRARY	01-4200-3010	464.77
Total Location				1,440.11
Location Nutrition Services (73)				
P20-02094	HOLT OF CALIFORNIA	Open PO for Service of Warehouse Forklift	13-5641-5310	2,500.00
P20-02100	LAND O'LAKES, INC	Commodity Order for Warehouse Inventory	13-9325-5310	7,863.96
P20-02101	Rich Chicks, LLC	Commodity Order for Warehouse Inventory	13-9325-5310	15,227.80
P20-02102	NATIONAL FOOD GROUP	Commodity Order for Warehouse Inventory	13-9325-5310	6,318.95
P20-02141	THE TREE HOUSE	Toner Cov Cafe	13-4300-5310	172.66
P20-02148	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	781.00
P20-02149	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE 12/2/19-1/31/20, not 12/9-1/8 or 1/20/20	13-4716-5310	627.00
P20-02211	Sysco Sacramento, Inc.	Direct Order for warehouse inventory	13-9325-5310	1,946.55
P20-02212	EMCOR Services Mesa Energy	Open PO for Refrigeration Equipment Repair	13-9325-5310	13.36
P20-02243	Tyson Foods, Inc.	Commodity Order for warehouse inventory	13-9326-5310	1,536.02
P20-02244	SCHWAN'S FOOD SERVICE	Commodity Order for warehouse inventory	13-5641-5310	5,000.00
P20-02245	THE TREE HOUSE	Magenta Toner	13-9325-5310	11,139.58
P20-02331	The Hillshire Brands Co.	Commodity Order for Warehouse Inventory	13-4300-5310	14,198.54
P20-02332	Kurt Flint	Student Refund	13-9325-5310	235.88
P20-02333	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	7,004.99
P20-02334	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-5892-5310	200.00
P20-02344	WRIGHT ONE ELECTRIC	Generator cabling	13-9325-5310	568.00
			13-4717-5310	142.62
			13-9325-5310	439.00
			13-4300-5310	2,091.17
Total Location				475.00
				78,482.08

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Olivehurst Elementary (25)</b>				
P20-01465	K&S Music	OLV Music	01-4300-4127	21.43
P20-02092	AMAZON.COM	Amazon - Student Supplies	01-4300-0004	152.85
P20-02215	AMAZON.COM	Voice Recorders	01-4300-0003	62.76
P20-02217	AMAZON.COM	Computer Ink	01-4300-0003	1,040.79
P20-02248	MCGRAW-HILL SCHOOL EDUCATION	Student Supplies	01-4300-0003	174.55
<b>Total Location</b>				<b>1,452.38</b>
<b>Location Print Shop (67)</b>				
P20-02099	Spicer's Paper, Inc.	Paper	01-4300-0000	2,337.26

<b>Location Pupil Services (202)</b>				
P20-02113	AMAZON.COM	Book Order for Amy O	01-4300-5640	60.60
P20-02114	AMAZON.COM	Book order for Jennafer Alberg	01-4300-5640	80.17
P20-02115	SMILEMAKER INC	Dental Van Supplies	01-4300-9014	1,214.64
P20-02117	EATON INTERPRETING SERVICES	Blanket PO for Interpreting Services 2019/2020	01-5801-6500	1,000.00
P20-02118	APPLE COMPUTER INC	iPad 32gb - Counselors	01-4300-5640	678.99
P20-02185	CDW-G COMPUTER CENTER	Laptop - Chavez	01-4410-6500	1,048.22
P20-02190	Denver Ctr for Solution Focused Brief Therapy, LLC	Handbook from SFBTA Training	01-4300-0000	27.06
P20-02218	AMAZON.COM	Speech - Amber W	01-4300-6500	166.33
P20-02226	Pearson Clinical Order Dept.	Speech Protocols	01-4300-6500	521.35
P20-02227	Pro-Ed	Speech - Fallon Woods	01-4300-6500	346.27
P20-02275	CDW-G COMPUTER CENTER	Laptops - Hensley and Harris	01-4410-5640	2,096.44
P20-02282	ODYSSEY LEARNING CENTER	NPS Day School	01-5860-6500	33,948.00
P20-02322	Speech Corner LLC	Speech - Fallon W	01-4300-6500	61.06
P20-02337	Devereux	Devereux July 2019 Billing	01-5862-6512	11,337.99
P20-02351	AMAZON.COM	Counseling - Jessica Alcantar	01-4300-5640	162.82
P20-02357	PEARSON ASSESSMENTS ORDER DEPARTMENT	Protocols for Psychs	01-4300-0000	685.91
P20-02358	PEARSON ASSESSMENTS ORDER DEPARTMENT	Psychs WIAT 3 Booklets	01-4300-0000	193.75
<b>Total Location</b>				<b>53,629.60</b>
<b>Location Purchasing (104)</b>				
P20-02326	POSTMASTER	BULK MAIL FEE D/O 19-20 SY	01-5910-0000	25,600.00

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<b>Location Purchasing (104) (continued)</b>				
P20-02349	POSTMASTER	ANNUAL PERMITS D/O 19-20 S.Y.	01-5910-0000	470.00
<b>Total Location</b>				<b>26,070.00</b>
<b>Location South Lindhurst (47)</b>				
P20-02112	AMAZON.COM	Counseling	01-4300-1100	64.93
P20-02123	AMAZON.COM	Mr. Underwood	01-4300-1100	61.51
P20-02153	SUTTER BUTTES COMMUNICATIONS	SLHS Radios	01-4300-6690	1,613.44
<b>Total Location</b>				<b>1,739.88</b>
<b>Location Student Discipline/Attendance (109)</b>				
P20-02150	School Health Corporation	Trauma Kits	01-4300-0000	11,202.00
P20-02154	WALKER'S OFFICE SUPPLIES	Desk Move	01-4300-0004	39,763.67
P20-02354	WALKER'S OFFICE SUPPLIES	Desks - Liz and Giselle	01-5801-0000	100.00
P20-02355	CDW-G COMPUTER CENTER	Admin Computer & Monitor	01-4410-0000	1,967.36
P20-02356	CDW-G COMPUTER CENTER	22" Monitor - Giselle	01-4410-0004	2,000.00
P20-02363	CENTER FOR EDUCATION AND EMPLOYMENT LAW	K-12 EDUCATION LAW	01-4300-0000	1,323.62
P20-02364	CENTER FOR EDUCATION AND EMPLOYMENT LAW	SCHOOL SAFETY RENEWAL	01-4300-0000	176.17
<b>Total Location</b>				<b>167.73</b>
<b>Location Technology (102)</b>				
P20-02197	CDW-G COMPUTER CENTER	Adobe Cloud for Ruda	01-5801-0000	377.10
P20-02213	CDW-G COMPUTER CENTER	24 and 27" monitors	01-4300-0000	1,656.64
P20-02214	CDW-G COMPUTER CENTER	Mounting Brackets	01-4300-0000	75.90
P20-02288	KS TELECOM	KYN Camera Cabling and Install	01-5801-0000	10,400.00
P20-02289	KS TELECOM	YGS Security Camera Installation	01-5801-0000	7,430.00
P20-02290	KS TELECOM	YFS Camera Cabling and Install	01-5801-0000	5,700.00
P20-02311	INLAND BUSINESS SYSTEMS	Technology Copier Maint. 19-20 SY	01-5621-0000	100.00
P20-02315	CDW-G COMPUTER CENTER	IP Speakers	01-4300-0000	214.34
<b>Total Location</b>				<b>3,174.97</b>
<b>Location Transportation (69)</b>				
<b>Total Location</b>				<b>29,128.95</b>

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<b>Location Transportation (69)</b>				
P20-02184	MARIN PAINTING	Repairs on Bus 90	01-5641-0230	4,696.52
P20-02264	DENNIS SCHMALL TOOLS	TRANSPORTATION/Parts	01-4364-0230	500.00
P20-02303	Michael's Transportation, Inc.	TRANSPORTATION/CHARTER	01-5880-0230	10,000.00
P20-02348	Tahoe Pure	Bus Driver Breakroom Water	01-4300-0230	100.00
<b>Total Location</b>				<b>15,296.52</b>
<b>Location Warehouse (71)</b>				
P20-02131	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2019-20 S.Y.	01-9320-0000	2,406.79
P20-02132	Cleansmart Solutions Inc	WHS Stock 19-20 SY	01-9320-0000	214.59
P20-02133	MEDCO SUPPLY COMPANY	WHS Stock 19-20 SY	01-9320-0000	217.08
P20-02134	GENERAL BINDING CORP	Warehouse Stock 19-20 S.Y.	01-9320-0000	2,166.08
P20-02135	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	584.54
P20-02136	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	6,359.92
P20-02137	K/P EDUCATIONAL SERVICE	Warehouse Stock 2019-20 S.Y.	01-9320-0000	624.36
P20-02161	Legend	Warehouse Stock 19-20 S.Y.	01-9320-0000	4,130.63
P20-02162	PYRAMID SCHOOL PRODUCTS	WHS Stock 19-20 SY	01-9320-0000	2,424.74
P20-02163	SCHOOL SPECIALTY	WHS Stock 19-20 SY	01-9320-0000	731.77
P20-02164	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19-20 SY	01-9320-0000	1,573.65
P20-02165	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 19-20 S.Y.	01-9320-0000	74.17
P20-02166	TRACTOR SUPPLY COMPANY	Warehouse Stock 2019-20 S.Y.	01-9320-0000	84.37
P20-02167	BSN SPORTS	Warehouse Stock 19-20 S.Y.	01-9320-0000	425.42
P20-02228	Cleansmart Solutions Inc	WHS Stock 19-20 SY	01-9320-0000	214.59
P20-02229	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19/20	01-9320-0000	627.85
P20-02230	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	23,604.23
P20-02231	Waxie Sacramento	WHS Stock 19-20 SY	01-9320-0000	165.75
P20-02317	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19/20	01-9320-0000	231.55
P20-02343	ERNEST PACKAGING SOLUTIONS	Warehouse Stock 2019-20 S.Y.	01-9320-0000	875.61
<b>Total Location</b>				<b>47,737.69</b>
<b>Location Yuba Feather K-6 (29)</b>				
P20-02195	SCHOLASTIC MAGAZINES	Yuba Feather School	01-4300-0003	1,374.19
P20-02321	WEST MUSIC	Ukulele Rack	01-4410-0004	714.24

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.

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## Location

Includes Purchase Orders dated 11/01/2019 - 12/01/2019

Board Meeting Date December 17, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
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Total Location 2,088.43

## Location Yuba Gardens Intermediate (39)

P20-02103	AMAZON.COM	GATES/CROSBY	01-4300-1100	126.26
P20-02104	FLOCABULARY, LLC	Subscription	01-5801-3010	2,500.00
P20-02175	MobyMax	HAYS/GATES	01-5801-3010	2,195.00
P20-02177	SCHOOL CONNECT, LLC	HAYS/GATES	01-4300-3010	838.95
P20-02178	SCHOOL SPECIALTY	S BOLE/GATES	01-4300-0003	387.54
P20-02179	SCHOLASTIC	MULTI TEACHERS	01-4300-3010	3,010.72
P20-02180	BETTY'S RESTAURANT	HAYS/GATES	01-4300-1100	902.10
P20-02181	AMAZON.COM	SPIRITOSANTO/HAYS	01-5801-3010	1,872.73
P20-02182	AMAZON.COM	SCIENCE DEPT - MULTI TEACHERS	01-4300-0003	179.64
P20-02183	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0003	446.31
P20-02205	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	463.57
P20-02216	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	58.39
P20-02249	Tim's Music	STEWART/GATES	01-4300-0003	335.36
Total Number of POs 287			Total Location	13,316.57
			Total	736,995.32

## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	242	465,999.33
09	Chrtr Schs	19	54,110.83
12	Child Dev	3	725.54
13	Cafeteria	17	78,482.08
14	Def Maint	5	136,677.54
73	Fndn Priv	1	1,000.00
Total			736,995.32

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.

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## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P20-00071	25,518.01	01-4300	Gen Fund/Mat&Suppli	5,283.32
P20-00079	5,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P20-00147	60,000.00	01-5880	Gen Fund/Cont Buses	10,000.00-
P20-00172	6,500.00	01-4364	Gen Fund/Tools/Part	1,973.85
P20-00247	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P20-00302	964,670.00	25-6210	Cap Fac/Buildings	146,355.00-
P20-00342	7,780.00	01-5801	Gen Fund/Contracts	1,645.00-
P20-00473	35,000.00	13-5641	Cafeteria/Equip Repa	25,000.00-
P20-00474	33,000.00	13-5641	Cafeteria/Equip Repa	25,000.00
P20-00763	33,000.00	01-5562	Gen Fund/Custodial	2,950.90-
		01-5630	Gen Fund/Rents/Leas	3,000.00
			Total for P20-00763	49.10
P20-00821	1,100.00	01-4300	Gen Fund/Mat&Suppli	300.00
P20-00889	2,688.41	01-4410	Gen Fund/Equip NonC	2,919.16-
P20-01033	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P20-01417	1,245.96	01-4300	Gen Fund/Mat&Suppli	48.71-
P20-01606	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
			Total PO Changes	150,861.60-

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## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gary Cena, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				19	23068	72736	00
<b>Attention</b> Gary Cena				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b>				<b>Resource Code</b>	<b>Revenue Object Code</b>		58
<b>Telephone</b> 530-749-6102				7010	8590		<b>INDEX</b>
<b>Name of Grant Program</b> 2019–20 Agricultural Career Technical Education Incentive Grant							0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$34,857		\$34,857		7/1/19	6/30/20	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
<p>I am pleased to inform you that you have been funded for the 2019–20 Agricultural Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Hugh Mooney, Education Programs Consultant          Career and College Transition Division          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Hugh Mooney				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> hmooney@cde.ca.gov					<b>Telephone</b> 916-319-0488		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> October 30, 2019		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b> Gary Cena				<b>Title</b> Superintendent			
<b>E-mail Address</b> gcena@mjustd.com					<b>Telephone</b> 530-749-6101		
<b>Signature</b>  199					<b>Date</b> 11/5/19		

**GRANT AWARD NOTIFICATION (Continued)**

**GRANT AWARD NOTIFICATION (Continued)**

Marysville Joint Unified School District has been funded for the 2019-20 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2018-19 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2019. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fg/fo/r17/agin19rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region  
Dane White 916-319-0587 [hmooney@cde.ca.gov](mailto:hmooney@cde.ca.gov)
- Central Region  
Jill Sperling 916-319-0494 [jsperling@cde.ca.gov](mailto:jsperling@cde.ca.gov)
- San Joaquin Region  
Shay Williams-Hopper 559-278-5777 [swilliamshopper@cde.ca.gov](mailto:swilliamshopper@cde.ca.gov)
- South Coast Region  
Greg Beard 805-756-2402 [gbeard@calpoly.edu](mailto:gbeard@calpoly.edu)
- Southern Region  
Jackie Ioimo Jones 909-869-5268 [jioimo@cde.ca.gov](mailto:jioimo@cde.ca.gov)
- Superior Region  
Hugh Mooney 916-319-0488 [hmooney@cde.ca.gov](mailto:hmooney@cde.ca.gov)  
530-342-7541

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2019-20 application and original guidelines. The final 25 percent payment is expected to be released in April 2020.

<u>School</u>	<u>1st Payment</u>	<u>2nd Payment</u>	<u>Total</u>
Lindhurst HS	\$7,756	\$2,585	\$10,341
Marysville HS	\$13,349	\$4,449	\$17,798
S. Lindhurst HS	\$5,039	\$1,679	\$6,718
District Totals	\$26,144	\$8,713	\$34,857

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

**To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt.** The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.



CONTRACT SERVICES AGREEMENT  
WANDA CHANG SHIRONAKA

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on December 17, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Wanda Chang Shironaka (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2019-20** commencing from **January 1, 2020 - June 30, 2020**

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Three Thousand Dollars and No Cents (\$3,000.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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

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

## II. PERFORMANCE OF AGREEMENT

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

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

### III. INSURANCE

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

any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

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

#### V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this



Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day

cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 *et seq.*) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
Wanda Chang Shironaka  
7771 Sleepy River Way  
Sacramento, CA 95831

Phone: (916) 346-6481 Fax:  
Email: wshironaka@gmail.com

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

Phone: 749-6114  
Fax: 742-0573

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

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

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

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

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

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

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

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


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

**MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:**

By: \_\_\_\_\_  
**Penny Lauseng**

Assist. Supt. of Business Services

**Contractor**

By: 

Name: Wanda Chang Shironaka

Title: Consultant

**Exhibit A  
Scope of Work**

**Exhibit A**  
**Scope of Work**

**Consultant Fee**

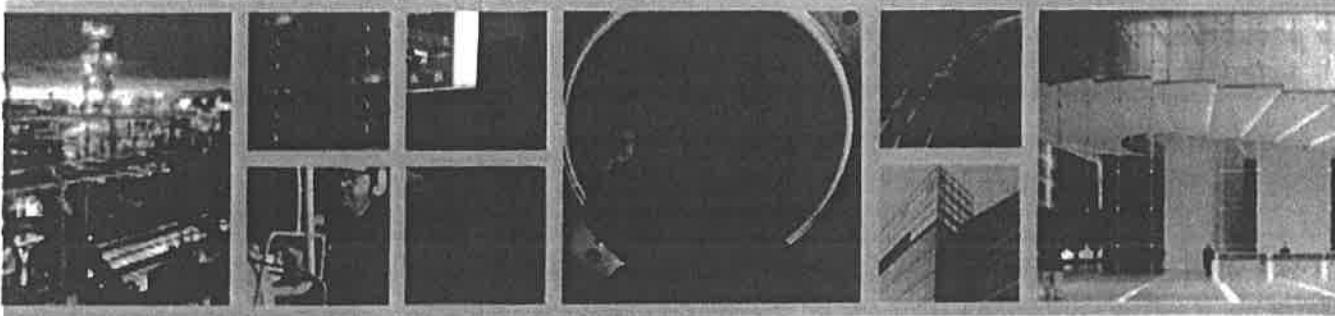
\$100 per hour

Consultant fee not to exceed \$3,000

**Travel Expense**

Travel expense to be reimbursed at the federal mileage reimbursement rate

Travel expense not to exceed \$300



**Preventative Maintenance Agreement  
Marysville Joint Unified Schools**

***Prepared for:***

***Amber Watson***

***Service Address:***

***1919 B Street***

***Marysville, CA 95901***

**November 19, 2019**

**Agreement Valid for 30 Days**

**Mechanical and HVAC Maintenance Program Features:****Scheduled Preventive Maintenance Tasks:**

During scheduled maintenance visits, Mesa Energy Systems Inc., will provide pro-active hands-on maintenance services designed to improve equipment operations, increase energy efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- Coils
- Compressor operations
- Motor operations
- Voltage and amp draws
- Condensate drain
- Oil levels
- Water levels
- Electrical/Relays and Contactors at Equipment
- Operating/Safety Controls
- Bearing lubrications
- Motor lubrications
- Belt adjustments or replacement
- Fan blade/Blower cleaning
- Condensate drain cleaning
- Equipment cleaning
- Heat exchangers
- Refrigerant piping
- Bearings
- Belts and Pulleys
- Blowers
- Fans/Blades
- Reversing valves
- Cabinets and ductwork
- Coil cleaning
- Safety control adjustments
- Operating control adjustments
- Calibrations
- Oil analysis

**Filter Service:**

Mesa may include filter services/changes scheduled at a frequency designed for best operating conditions and overall value to **Marysville Joint Unified Schools**. Type and frequency of service is determined based on observed and expressed needs. Filter service may include as applicable:

- Removal and disposal of used filters/medias
- Provide and deliver to jobsite replacement filters/medias
- Installation of filters
- Washing of filters as required and as applicable

**Water Treatment Service:**

Mesa may include scheduled visits to test, analyze and adjust water treatment levels as applicable. This service includes chemicals required to maintain levels within industry specifications as well as calibrations and operational testing of existing treatment equipment.

**Outside Coil Cleaning Service:**

Mesa may apply environmental and equipment safe cleaning agents to coil surfaces and rinse with water. This service improves efficiency and contributes to extension of coil and equipment life.

**Priority Service:**

**Marysville Joint Unified Schools** will receive priority service over all non-Mesa maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

**Preferred Customer Discounts:**

As a Mesa maintenance customer, **Marysville Joint Unified Schools** will receive a contract customer discounted rate for all service and repair labor.

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## Schedule I - List of Covered Equipment & Tasks

### List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Preventive Maintenance Tasking	<i>Bi annual</i>
	Filter Service      Type: Pleated	<i>None</i>
	Energy Star Benchmarking	<i>NA</i>
	Building Advice Energy Audit	<i>NA</i>
	Aircuity Building Performance Analysis	<i>NA</i>
	Pneumatic Controls	<i>NA</i>
	DDC Controls Services	<i>NA</i>
	Water Cooled Chillers	<i>NA</i>
	Water Treatment Service on Applicable Equipment	<i>NA</i>
	Coil Cleaning Service	<i>NA</i>
	Belt Replacement	<i>NA</i>
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round



### List of Covered Equipment

2019/2020 SY MJUSD Refrigeration Equipment List Page 1 of 4

School	MJUSD Tag #	Description	Date Rcvd	Serial #
Arboga	5001264	True Milk Cooler Model No. TMC-58	8/28/2005	3989192
Arboga	18002644	Milk Cooler, Beverage Air Model No. SMF58-W	1/31/2018	12506579
Arboga	7002146	Bev Air Reach In Freezer Model No. EF24-1AS	2/9/2007	8001685
Arboga	15002112	Bev Air Roll-In Refrigerator Model No. PR12--1AS	8/30/2015	11509302
Arboga	15001847	Nor-Lake Walk In Freezer Self Contained Model No. # KQDF7768-C	2/18/2015	15070569
Arboga	98000332	Trautsen 2 Door Refrigerator	8/5/1997	889620

Browns Valley	13000905	True Milk Cooler Model No. TMC-49	1/24/2013	7466744
Browns Valley	10001566	Bev Air Milk Cooler Model No. SMF58-S	10/1/2009	9106308

Cedar Lane	11002007	True Milk Cooler Model No. TMC-58	9/29/2010	6913189
Cedar Lane	12001098	True Milk Cooler Model No. TMC-58	2/15/2012	7235211
Cedar Lane	n/a	Kolpak Walk In Refrigerator Model AA28134B		Q00488160901
Cedar Lane	n/a	Kolpak Walk In Freezer Model AE36120B		Q00488160401

Cordua	18002645	Milk Cooler, Beverage Air Model No. SMF58-W	1/31/2018	12506573
Cordua	2001646	Bev Air Milk Cooler Model No. SMF34-S	4/1/2002	5705466

Covillaud	9001084	Bev Air Milk Cooler Model No. SMF58SS	9/22/2008	8605796
Covillaud	9001086	Bev Air Milk Cooler Model No. SMF58-S	12/2/2008	
Covillaud	11003048	Trautsen Reach In Refrigerator	6/2/2011	T156267C11
Covillaud	10001572	Trautsen Reach In Refrigerator Model No. G2001D	1/15/2010	T2-4922109
Covillaud	17002724	Nor-Lake Walk In Freezer, Model KODF771010-C	1/6/2017	16112060

Dobbins	n/a	Bev Air Milk Cooler		9106308
Dobbins	n/a	Bev Air RI Freezer Model PFI-1AS-XDX		8004211
Dobbins	n/a	Bev Air RI Refer Model PRZ-185		9203490
Dobbins	This unit out of service. Do not include.	DuraCold WI Freezer NSF-N016943 (Ref/Frz Combo)		64182
		DuraCold WI Refer NSF-N016943 (Ref/Frz Combo)		61482

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School	MJUSD Tag #	Description	Date Rcvd	Serial #
Edgewater	20000615	Atosa Reach In Freezer	10/3/2019	MBF8001GRA VS1003190724 00C40011
Edgewater	13002562	Refrigerated Milk Cabinet, Beverage-Air	SY 09/10	
Edgewater	13002573	Refrigerator, Beverage-Air	SY 09/10	
Edgewater	13002560	Walk-In Freezer, Pacific Custom	SY 09/10	
Edgewater	13002561	Walk-In Refrigerator, Pacific Custom	SY 09/10	

Elia	10001576	Traulsen 3 door Reach In Freezer Model No. G31310	10/1/2009	T2-3945H09
Elia	9000547	True 2 door Reach In Freezer	7/29/2008	4970473
Elia	11002009	True Reach In Refrigerator Model No. T-49	9/30/2010	6666333
Elia	5001340	True Milk Cooler	6/28/2005	
Elia	7000443	True 3 door Freezer s/s Model No. TRUTS72F	9/13/2006	4491618
Elia	n/a	Hussman Walk In Refrigerator		60062307

Foothill	6001310	True 2 door Freezer w/casters	6/20/2007	6507144
Foothill	6001119	True Reach In 3 door Freezer Model No. TS-72FM	3/31/2009	6186463
Foothill	7003178	Bev Air Milk Cooler Model No. SMF58SS	4/2/2007	8110630
Foothill	10000362	True 3 door Freezer s/s Model No. TRUTS72F	9/14/2009	5236147
Foothill	n/a	Walk In Refrigerator		

Johnson Park	3000190	True Milk Cooler Model No. TMC-19-W-DS	9/11/2002	
Johnson Park	92000582	Kolpak Vollrat Walk In Freezer	7/17/1990	
Johnson Park	n/a	Walk In Refrigerator (inside kitchen)		

Kynoch	98001866	Bevv Air Milk Cooler	6/22/1998	3602952
Kynoch	12001097	Traulsen Reach In Refrigerator Model No. G20010	2/9/2012	T177786A12
Kynoch	1001044	Bev Air Milk Cooler Model No. SMF58	11/17/2000	5611340
Kynoch	n/a	Converted Walk In Refrigerator	10/24/2019	n/a
Kynoch	20000276	NorLake Model #KODF771012-C WI Freezer	7/24/2019	19070531

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School	MJUSD Tag #	Description	Date Rcvd	Serial #
LHS	2001811	Continental 3 door Reach In Refrigerator Model No. DL3R-SS-PT	3/20/2002	13011400
LHS	8001457	True 3 Glass door Black Refrigerator Model No. GDM-69-	9/28/2007	4887964
LHS	8001437	49 cu ft Glass 2 door Black Refrigerator	8/21/2007	4827400
LHS	8000484	Bev Air Milk Cooler	8/17/2007	8310064
LHS	3000542	Galley Pass Thru See Thru Refrigerator Model No. 9243W	5/6/2003	
LHS	3000543	Galley Pass Thru See Thru Refrigerator Model No. 9243W	5/6/2003	
LHS	3000545	Galley Reach-Down 28" Freezer Model No. 9215W	5/6/2003	
LHS	8001424	2 Door Roll-In Refrigerator	12/4/2007	8205528
LHS	n/a	Walk In Refrigerator		
LHS	n/a	Walk In Freezer		

Loma Rica	9001308	Milk Cooler S/S 10 cs.	2008	8305850
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Linda	7000517	Bev Air Milk Cooler Model No. SMF58-S/S	10/4/2006	8006883
Linda	95001737	Bev Air Milk Cooler Model No. SMF58	5/1/1995	3341131
Linda	18000179	Traulsen 2 section Reach In Refrigerator	8/25/2017	T73129817
Linda	18000615	Traulsen Roll-In Refrigerator	9/12/2017	T90094H17
Linda	83000639	Walk In Refrigerator 78" X 78" Hold-Cold	7/1/1983	GB371-476-1
Linda	n/a	Walk In Freezer (outside)		

MHS	11002643	True Reach In Refrigerator with glass door	5/24/2011	9900251
MHS	3000189	True Milk Cooler Model No. TMC-49-S FOR MHS CAFETERIA	9/11/2002	
MHS	98000331	Traulsen 2 door Freezer	8/8/1997	678730
MHS	8001313	2 Glass Door Refrigerator Black	10/11/2007	4815890
MHS	8001433	27 inch Undercounter Freezer	8/21/2007	4777090
MHS	8001432	27 inch Undercounter Freezer	8/21/2007	4776846
MHS	15000113	California Cooking Model CCKFREEZER 3 door	8/28/2014	MBF85041312 30C4008
MHS	7003180	2 Door Freezer S/O S/S	5/3/2007	7907965
MHS	12000917	Kolpak Walk In Refrigerator Model No. #KPAK152478A	10/14/2011	410032953A
MHS	17002885	Nor-Lake Walk In Freezer Model KODF 771914-C	1/5/2017	10112042

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School	MAUSD Tag #	Description	Date Rcvd	Serial #
McKenney	10001574	Traulsen 3 Door Reach-In Freezer Model No. G31310	10/1/2009	T2-4871109
McKenney	8001309	Milk Cooler s/s 16 cs.	8/17/2007	8009888
McKenney	n/a	Jameson Walk In Refrigerator		
McKenney	n/a	Walk In Freezer		
Olivehurst	18001674	Beverage Air Model No. SMF58-W School Milk Cooler	2/18/2018	11511037
Olivehurst	8003246	Bev Air Milk Cooler Model No. SMF58SS	5/8/2008	8512429
Olivehurst	n/a	Walk In Freezer (outside)		
Olivehurst	n/a	Walk In Refrigerator		
Yuba Feather	18000180	Traulsen G2001Q RI Refer 2 section	8/26/2014	T86780F17
Yuba Feather	93000591	Bev Air Milk Cooler Model No. 3M34NS	7/1/1992	2100898
Yuba Feather	10000346	Traulsen Reach In Freezer 3 door G-Express	9/14/2009	770737K07
Yuba Feather	18002159	Atosa 3 Section RI Freezer MBF8003	4/9/2019	MBF8003A13S1 00318120300C 40010
Yuba Feather	10000346	Bev Air Milk Cooler Model No. SMF58	9/14/2009	9102748
Yuba Feather	n/a	walk in refrigerator		
Yuba Gardens	6001539	True 2 Door Refrigerator w/casters Model No. TRUT-49	6/12/2008	1-4097572
Yuba Gardens	18001675	Beverage Air School Milk Cooler Model No. SMF58-W	2/18/2018	11511035
Yuba Gardens	20000257	Bev Air Milk Cooler Model No. SMF58	7/24/2019	12903106
Yuba Gardens	93000190	Bally Walk In Box Freezer Model No. A300AT	8/1/1991	7710913
Yuba Gardens		walk in refrigerator "Butcher Boy"		
Nutr. Svcs. DD#209	7003202	Bev Air Undercounter Freezer Model No. UCF27A	5/2/2007	8215339
Nutr. Svcs. DD#209	7003201	Bev Air Undercounter Refrigerator Model No. UCR27A	5/2/2007	8206478



**Tasks****REFRIGERATION EQUIPMENT (Low Temp)**

1. Visually inspect for leaks.
2. Check and clean condenser coil as needed
3. Inspect electrical connections, contactors, relays, and operating/safety controls.
4. Check and test all operating and safety controls.
5. Check operation of Defrost. Adjust as required
6. Check and test crankcase heater per manufacturer's recommendation.
7. Inspect motor(s). Clean and lubricate.
8. Verify air flow at each fan.
9. Visually check for ice buildup on evaporator coils.
11. Inspect condensate drain pan and pipe. Clean as required.
12. Verify condition of odor seals and gaskets.
13. Check condition of door hinges for proper fit and closure where applicable.
14. Inspect door heaters for proper operation.
15. Prepare a report noting deficiencies and provide specific recommendations for repairs and preventive maintenance.

**REFRIGERATION EQUIPMENT (Medium Temp)**

1. Visually inspect for leaks.
2. Check and clean condenser coil as needed.
3. Inspect electrical connections, contactors, relays, and operating/safety controls.
4. Check and test all operating and safety controls.
5. Check and test crankcase heater per manufacturer's recommendation.
6. Inspect motor(s). Clean and lubricate.
7. Verify air flow at each fan.
8. Visually check for ice buildup on evaporator coils.
9. Inspect, adjust, clean discharge air honeycomb.
10. Inspect condensate drain pan and pipe. Clean as required.
11. Verify condition of odor seals and gaskets.
12. Check condition of door hinges for proper fit and closure where applicable.
13. Inspect door heaters for proper operation.
14. Prepare a report noting deficiencies and provide specific recommendations for repairs and preventive maintenance.



## Service Agreement Terms & Conditions

This agreement (the "Agreement") is made between **Marysville Joint Unified Schools** (the "Customer") and Mesa Energy Systems, Inc. the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **1919 B street Marysville Ca** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
  - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
  - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
  - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
  - 2.3. The below price is the cash price and has been discounted by 3%. Should **Marysville Joint Unified Schools** choose to pay via credit card, **Marysville Joint Unified Schools** shall forego the cash discount and the price for the above work shall increase 3%.
3. Customer agrees:
  - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
  - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services;
  - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney Fees, arising out of or resulting from this article.



9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of One year after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of 1 year commencing 1/1/2020 and terminating 12/30/2020 unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. **Either Customer or Contractor may terminate this Agreement for convenience with at least 30 days' prior written notice to the other party.**
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified in the event of any change in normal use or operation of the equipment, or any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.
13. Additional Charges:
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.





## Schedule II – Pricing & Invoicing

### Price for Above Included Services:

Our services will be performed as outlined for an annual cost of \$10,115.00 this annual cost will be billed at \$ 5,057.50 per **Semi Annual:** \_\_\_\_\_

This agreement shall begin on \_\_\_\_1\_\_\_\_/\_\_\_\_1\_\_\_\_/ 2020, unless checked, initialed and noted otherwise here:

☐ Month/Year:

01/1

/ 2020

Customer Initials

EMCOR / Mesa Initials

And continue for a period of one. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Marysville Joint Unified Schools**

Sincerely,

Jason Carrere  
Account Manager  
Mesa Energy Systems Inc. (dba EMCOR Services, Mesa Energy)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:

**Marysville Joint Unified Schools**

Contractor:

**Mesa Energy Systems Inc.**

(dba EMCOR Services Mesa Energy)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: 

Name: JASON CARRERE

Title: CUSTOMER DEVELOPMENT

Date: 11/19/19



# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

## BUS ATTENDANT

### **BASIC FUNCTION:**

Under the direction and supervision of the Director of Transportation and/or his supervisor-level designees, ride a school bus or orthopedic transportation vehicle to provide safe and secure transportation for students with physical, medical, educational and emotional disabilities; assist drivers in the loading, unloading and securing of disabled students to and from destinations, while having the ability to secure specialized equipment for attending to student with special needs such as, but not limited to, wheelchair lifts, tie-downs, and seat belts. This position requires sufficient human relations skill to exercise a leadership presence, positive attitude and patience when working with others.

### **ESSENTIAL FUNCTIONS:**

Ride a school bus or orthopedic transportation vehicle to provide safe and secure transportation for students with physical, educational and emotional disabilities. Assist drivers in the loading, unloading and securing of disabled students; assure seat belts, safety Velcro and buckle safety vests, and wheelchair securement devices are properly operated according to established procedures and guidelines as required. Provide basic medical care and first aid to students, including suctioning, elimination care and other procedures according to established District procedures and policies as necessary. Maintain order and discipline on bus as required; monitor student activities to assure children remain seated and comply with bus safety procedures; physically restrain violently aggressive children as necessary according to established procedures and training. This service-level employee will reinforce positive behavior and safety of all students, while on district buses and other district vehicles

- Maintain current knowledge of Emergency Evacuation procedures as required.
- Operate equipment, including seat belts, safety vests and other adaptive equipment as necessary.
- Attend and participate in assigned meetings, workshops and seminars.
- Perform related duties as assigned.

## **DEMONSTRATED KNOWLEDGE AND ABILITIES:**

### KNOWLEDGE OF:

1. Operation of wheelchairs, seat belts, safety vests and wheelchair securement devices. Safe practices concerning school bus transportation.
2. Problems and concerns of students with special needs. Interpersonal skills using tact, patience and courtesy.
3. Applicable sections of the California Highway Patrol and Department of Education and other applicable laws, rules and regulations
4. First aid and medical care and emergency evacuation procedures.
5. Health and safety regulations.
6. Proper lifting techniques.
7. Requires knowledge of District policies about student transportation.
8. Requires knowledge of and skill at using a two-way radio and other communication devices.

### ABILITY TO:

1. Ride a school bus or orthopedic transportation vehicle to provide safe and secure transportation for students with physical, medical, educational and emotional disabilities.
2. Safely move about while the bus is in motion to attend to the needs of students, particularly those whom are physically fragile or impaired.
3. Assist drivers in the loading, unloading and securing of disabled students.
4. Understand and relate to children with special needs.
5. Establish and maintain cooperative and effective working relationships with others.
6. Communicate effectively both orally and in writing.
7. Lift students according to established guidelines
8. Use proper lifting methods.
9. Maintain current knowledge of Emergency Evacuation procedures.
10. Perform First Aid and medical care.
11. Observe health and safety regulations.
12. Maintain consistent, punctual and regular attendance.
13. Sit for extended periods.
14. See to monitor bus activities.
15. Hear and speak to exchange information to students and drivers.
16. Bend at the waist, kneel or crouch.
17. Dexterity to move around a bus in motion to attend to students' needs.
18. Ability to bend at the waist, reach overhead, push and pull rolling equipment.
19. Ability to maintain balance when standing, while bus is in motion and stopping

20. Requires near and far visual acuity to view moving objects, student activity and printed materials.
21. Requires auditory ability to hear conversations and equipment prompts, and to project voice to groups of children.
22. Lift the combined weight of children (who may weigh more than 50 pounds) and their adaptive equipment.
23. Fill out incident report forms, and document injuries of students or others while riding the bus.
24. Performs other duties as required to accomplish the objectives of the position.

#### **EDUCATION AND EXPERIENCE REQUIRED:**

1. High school diploma or equivalent
2. Any combination equivalent to: sufficient training and experience to demonstrate the knowledge and abilities listed above.
3. Readily participate in additional training to stay current

#### **LICENSES AND OTHER REQUIREMENTS:**

- Valid California driver's license.
- As a condition of employment, possession of or ability to obtain and maintain a valid First Aid and CPR Certificate issued by the American Red Cross or other approved agency.
- Floor lift 50 pounds and arm lift 50 pounds.

#### **WORKING CONDITIONS:**

##### ENVIRONMENT:

1. School bus or orthopedic transportation vehicle environment.
2. Outdoor environment.
3. Seasonal heat and cold or adverse weather conditions.  
Exposure to fumes, dust, odors and oil/grease.
4. Considerable distraction from bus activities.

##### HAZARDS:

- Contact with blood and other body fluids.
- Communicable diseases.
- Contact with dissatisfied or abusive individuals.
- Fumes from bus operation



**Marysville Joint Unified School District**  
**Developer Fee Report**  
**December 17, 2019**

**FISCAL YEAR 2018/2019: July 1, 2018 – June 30, 2019**

**1. Brief description of the type of fee in account or fund:**

School Impact Mitigation Agreement or statutory fees authorized by the Government Code to accommodate for growth by development activity.

**2. Amount of fee:**

School Impact Mitigation Agreements are individual agreements, which have different fee levels.

“Level I” fees are currently \$3.79 per square foot for each new residential housing unit. Commercial and industrial fees are currently \$0.61 per square foot.

**3. Beginning and ending balance of the account or fund:**

<u>Fund Number</u>	<u>Beginning Balance</u>	<u>Ending Balance</u>
Capital Facility Fund #25	\$ 3,857,536	\$ 4,801,989

**4. Amount of fees collected and interest earned:**

Beginning Balance 7/1/2018	Fund #25
	\$3,857,536
Fees collected	2,104,201
Interest revenue	85,846
State revenue	0
Other revenue	0
Proceeds from COPS	0
Less: Expenditures	(1,245,594)
Ending Balance 6/30/2019	\$4,801,989

**5. Identification of each public improvement on which fees were expended, the amount of the expenditures on each improvement, and the total percentage of the cost of the public improvement that was funded with fees:**

<b>Projects</b>	<b>2018/2019 Expenditures Fund 25</b>	<b>Percentage</b>
101 Arboga	\$ 0	0
103 Browns Valley	0	0
105 Cedar Lane	0	0
107 Cordua	0	0
109 Covillaud	0	0
111 Dobbins	0	0
112 Edgewater	1,234,166	100%
113 Ella	0	0
115 Johnson Park	0	0
117 Kynoch	0	0
119 Linda	0	0
121 Loma Rica	0	0
125 Olivehurst	0	0
129 Yuba Feather	0	0
135 Foothill	0	0
136 Meadows	0	0
137 McKenney	0	0
139 Yuba Gardens	0	0
155 Wheeler Ranch	0	0
242 MCAA	0	0
243 Lindhurst H.S.	0	0
245 Marysville H.S.	0	0
247 SLHS	0	0
355 Multi-site	0	0
368 Ed. Serv. Center	0	0
Other Costs	0	0
Contracted Services-Capitol Public Finance, School Works, DSA, etc.	11,428	0
<b>TOTAL</b>	<b>\$1,245,594</b>	<b>100%</b>

- 6. Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement:**

Currently, there are plans to design a TK-8 expansion at the TK-6 Arboga Elementary School. Developer fees will be used for this public works project in addition to other capital improvement funds.

- 7. Description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan:**

None

- 8. Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001:**

None

## FINDINGS

**The Marysville Joint Unified School District has:**

1. Expended developer fees for public improvements solely and exclusively for the purpose or purposes for which the fee was collected.
2. Levied, collected or imposed no fee to be used for general revenue purposes.
3. Deposited developer fees in a separate fund in a manner that has avoided commingling of those fees with other funds.
4. Expended developer fees only for the purposes for which they were collected.
5. Made available to the public specified information relating to the fee, interest, other income, expenditures, and refunds occurring during the fiscal year within 180 days of the close of the fiscal year.

**Munro Enterprises, LLC**  
 PO Box 28092  
 Fresno, CA 93729  
 Ph: 866-626-6920  
 www.munro-enterprises.com



**QUOTE**

<b>Invoice to:</b>		<b>Delivery Address:</b>	<b>Job # 681990</b>
Marysville Charter Academy For The Arts			<b>Order Status:</b> Quote Only
Contact: Kristin Marshall Phone: Email: kmarshall@mjusd.k12.ca.us		Room: On-Site Contact: Phone:	<b>Sales Person:</b> Jeff Munro
			<b>Customer #</b> 960669
			<b>Terms:</b> [terms]
<b>Order Date:</b> 09/19/2019	<b>Truck Leave Warehouse</b>	<b>Return To Inventory</b>	
<b>Event Date/Time:</b> 12/13/2019,	12/13/2019,	12/14/2019, 10:00 PM	
<b>Event Name:</b> Marysville Charter Academy For The Arts			

Quantity	Description	Duration	Price	Subtotal
3	21' - 3 Row Tip N Roll Portable Aluminum Bleacher Rental	1 Days	\$449.95	\$1,349.85
Total				\$1,349.85
<b>Delivery/Misc</b>				
Quantity	Description		Price	Subtotal
1	RT Delivery		\$600.00	\$600.00
Total Delivery/Misc				\$600.00

Notes:

Rental Total: \$1,349.85  
 Sale Total: \$0.00  
 Product Total: \$1,349.85  
 Damage Waiver: \$107.99  
 Delivery/Misc: \$600.00  
**Job Total: \$2,057.84**

Business Services Department  
 Approval: P. L.  
 Date: 12-4-19

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## CONDITIONS OF RENTAL & SERVICE AGREEMENT

Job #: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Invoice Amount: \_\_\_\_\_

### How to book your event:

- Call (866) 626-6920 and ask for our production or rental department, or log onto [munro-enterprises.com](http://munro-enterprises.com) and make an online request for quote.
- A quote (via e-mail) will be sent to you within 48 business hours of a request.
- Once approved, a Munro Enterprises, LLC. staff member will e-mail you an agreement, invoice, and additional information needed to book your event.
- A signed agreement, signed credit card authorization, and color copy of your driver's license is needed to confirm.
- A refundable hold or deposit may be charged to your card. Please ask us for details.
- Once a signed agreement has been received, your items are confirmed. Once confirmed, items on the invoice cannot be changed. However, you may add items prior to 24 hours of the event (should they be available) for an additional charge.

### New Customers:

- Payment in full is required within one (1) week of confirming rental order. Includes multiple event dates and engagements.
- Required:
  - Signed and dated invoice
  - Credit card authorization form
  - Color copy of driver's license

**Reservations Additions within 24 hours of event:** Munro Enterprises, LLC. understands that in the event industry, things tend to be last minute. We will do our best to accommodate any last-minute orders.

- You may reserve/add items to your reservation up to 24 hours prior to delivery/will call.
- Once items are booked, you will be charged for them. Refunds will not be given for unused items.
- Last minute additions and reservations will be charged an additional 15%-25% assuming the inventory is available. Please plan ahead as not all inventories are available last minute.

### Cleaning:

- Rental items will be inspected and cleaned prior to delivery/shipping/will-call.
- If you find an item is not cleaned as expected, please contact us **immediately**.
- Normal wear is to be expected with all rentals.
- Please clean all items prior to returning. Excessive dirt, food, liquid, etc. will be billed at a rate of \$50 per hour to clean.

### Propane / Helium:

- All tanks are provided full.
- All rentals include one full tank.
- You do not need to refill these items prior to returning.

### Chairs / Tables

- All chairs and tables must be folded and stacked as delivered. Staples and/or thumb tacks and tape must be removed from tables before being returned. **Failure to do so will result in a \$25/hr labor charge.**

**Linens:** All linens must be returned in good order. Rips, tears, coloring, excessive dirt, stains, wax, burns or otherwise will result in a replacement fee.

**Dunk Tanks/Royal Flush:** It is the renter's responsibility to fill and empty the dunk tank as well as keep it safe while in use.

**Audio/Video/Lighting:** All equipment is thoroughly checked by our technicians prior to and after rental. If you would like, we will gladly take the time to test all equipment upon delivery/will-call. Should any damage be apparent, all charges are the responsibility of the renter.

### Insurance Requirements:

- Munro Enterprises, LLC. charges a **non-refundable 8%** fee on all contracts for a damage waiver. (Damage limitations apply.)

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- You may opt out of this fee by listing Munro Enterprises, LLC. as an additional insured vendor. All commercial renters are required to list Munro Enterprises, LLC. as additionally insured. Please list: Munro Enterprises, LLC. – 2445 N. Sunnyside Ave. Fresno, CA 93727 – 866-626-6920

#### **Payment Types & Credit Cards:**

- We accept cash, check, money order, Visa, MasterCard, American Express, and Discover.
- We do not accept credit card transactions over \$2,500.00 unless approved prior.
- **A 4% rescinded discount will be added to all contracts paid with a credit card. We offer a 5% discount when paying with cash. Checks must be cleared a minimum 1 weeks prior to event delivery.**

#### **Damaged/Non-Working Items:**

- It is the renters' responsibility to notify Munro Enterprises, LLC. **within 30 minutes of delivery/will-call** of a problem or damage to one of our items.
- Failure to do so will result in the cost of replacement or repairs to be incurred by the renter.
- If we are notified, as stated above, we will do our best to remedy the situation ASAP. If a fix or replacement is not available, we will refund your money for that item.

**Damaged Rental Items/Repairs:** Munro Enterprises, LLC. staff will check in and inspect all items upon return. If damage is found, a formal estimate for repairs will be created. Immediate payment will be authorized on the credit card on file.

#### **Delivery & Pickups:**

- Deliveries and pickups are currently available Monday thru Friday. (Additional days and times are available by special request and for an additional fee)
- Morning deliveries/pickups available between 9am-12pm.
- Afternoon deliveries/pickups available between 1pm-5pm.
- We are closed 12:00pm-1:00pm
- All items including standard drop off and pick up services are within 20 feet of truck access.
- Additional labor to setup and strike equipment can be arranged at least one week prior to event by calling our office.
- Munro Enterprises, LLC. crew will set all items in a safe, dry area that is easily accessible for both parties. Stairs or obstacles will incur an additional fee.

#### **Will Call:**

- Orders made for the upcoming weekend can be picked up Friday. Returns must be made by noon the following Monday.
- After hour or additional will-call days and weekend appointments outside of these hours and days can be made upon special request and will incur additional fees.
- Please call (866) 626-6920 to schedule your will-call pick-up and drop-off.

#### **Labor:**

- We require a minimum one (1) week advance notice for any and all events requiring labor.
- All labor is billed at hourly rates. A minimum 4-hour rate will apply to each contract.
- All labor on estimates and invoices are just an estimate. We try our best to be as accurate as possible but actual labor is to be determined. Outside influences may accrue additional labor charge.
- Any additional labor due to delays not related to Munro Enterprises, LLC. will be billed following the event
- Before or after hours' (7AM – 7PM) rates are billed at 1.5 X rate. Additionally, beyond 8 consecutive hours' bill at 1.5 X rate. Holidays and Weekends are 2 X rate. List of holidays can be found on our website. Munro-Enterprises.com

**Sales:** All sale items are final.

#### **Responsibility for Equipment:**

- All equipment is used under LESSEE's risk, and LESSEE assumes responsibility for same until it is returned to and accepted by LESSOR.
- LESSEE holds LESSOR harmless and indemnifies LESSOR from all claims and liability from injury or damage resulting from the use, storage, or transport of the equipment during the period of LESSEE's responsibility.

#### **Not a Guarantee:**

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- LESSOR does not guarantee equipment against failure of any kind.
- LESSOR shall not be responsible for any losses, damages, claims, or liability of any kind resulting from or related to any failure of the equipment.
- In the event of an equipment failure or malfunction please call (866) 626-6920 within 30 min of delivery/will-call to report. Every effort will be

given fix or replace the item(s).

**Rental covers ordinary wear only:** LESSOR has the right to examine and test the equipment upon its return to determine any unusual wear or damages, whether from use, transport, or handling, and LESSEE shall reimburse LESSOR for any loss due to such unusual wear or damages immediately upon demand.

**Use and Alteration:**

- LESSEE is responsible for becoming familiar with operating procedures and proper use and care of the equipment.
- Without the prior written consent of LESSOR, LESSEE shall not make any alterations, additions, or improvements to the equipment.
- All additions and improvement of whatsoever kind of nature made to equipment shall belong to and become the property of LESSOR on the expiration, or earlier termination, of this lease.

**LESSEE shall not make any repairs without LESSOR's prior written consent.**

**LOSS and Damage:**

- LESSEE assumes and shall bear the entire risk of loss or damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of LESSEE under this lease, which shall continue in full force and effect. LESSEE shall pay LESSOR the total sum necessary to replace any equipment that is lost, stolen, or damaged beyond repair. In the event of damage on which repairs can be made, LESSEE, at the option of LESSOR, shall
  - Place the same in good repair, condition, and working order; or
  - Replace the same with the equipment in good repair, condition, and working order.

**Default:**

- If LESSEE with regard to any item or items of equipment fails to pay any rent or other amount herein provided, or if LESSEE with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this lease required to be observed, kept, or performed by LESSEE, LESSOR shall have the right to exercise any one of the following remedies:
  - To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to LESSEE.
  - To sue for and recover all rents and other payments then accrued or thereafter accruing, with respect to any and all items of equipment.
  - To take possession and remove all said equipment from location site, without any court order or other process of law. LESSEE hereby waives any and all damages occasioned by such removal. Any said taking of possession or removing shall not constitute a termination of this lease as to any or all items of equipment, unless LESSOR expressly so notifies LESSEE in writing.
  - To terminate this lease as to any or all items of equipment.
  - To pursue any other remedy at law or in equity.
- LESSEE agrees to pay all attorney's fees and all court costs and all damages to LESSOR upon failure of payment or collections of charges, or failure to perform under any of the provisions hereof.
- All such remedies are cumulative and may be exercised concurrently or separately. No remedy reserved to LESSOR is exclusive of the any other remedy herein or by law or equity provided or permitted

**Interest Charge:** Should LESSEE fail to pay any part of the rent herein or any other sum required by LESSEE to be paid to LESSOR, LESSEE shall pay unto the LESSOR interest on such delinquent payment from the date of expiration until payment, at the rate of 1.5% per month; provided, however, that the interest rate shall not exceed the maximum rate allowed by law.

**Title to Goods:** The equipment is, and shall at all times be and remain, the sole and exclusive property of LESSOR and the LESSEE shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

**ARBITRATION CLAUSE:** Any controversy between the parties regarding the construction or application of this contract and any claim arising out of this contract or its breach, shall be submitted to arbitration upon the written request of one party after the service of that request on the other party.

**GOVERNING LAW:** This agreement shall be deemed to have been entered into in Fresno, California, and all questions of the performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California Law.

**PROHIBITION AGAINST SUBLEASING:** No right or Interest In this Agreement shall be assigned or sublet by the Buyer without the prior written permission of the Lessor. This is meant to prohibit subleasing of right by the Buyer. Any attempted sublease by the Buyer shall be wholly void and totally Ineffective for all purposes unless made in conformity with this paragraph.

**PAROL EVIDENCE RULE:** This agreement is intended by the parties as a final expression of their agreement with respect to these terms, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**Electronic Signature:**

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Electronic Signatures executed, adopted or authorized by individuals are considered to be the legally binding equivalent of the individual's handwritten signature. Under Munro-Enterprises, LLC.'s policy, the individual is responsible for the actions initiated or completed using his/her Electronic Signature. By consenting to the electronic delivery of disclosures, you agree that we may provide electronically any and all communications to you. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Individuals Full Name: Penny Lauseng

Signature Authorization / Acceptance: Penny Lauseng

Date: 12-4-19

**The  
FIVE30****The FIVE30 Event Center  
Rental Rates**

1104 J Street, Marysville, CA 95901

530-674-0400

info@thefive30.net

<u>ROOM</u>	<u>CAPACITY</u>	<u>RESERVATION FEE</u> Non-refundable	<u>RENT PER DAY</u>	<u>CLEANING DEPOSIT</u>	<u>TOTAL Incl deposit</u>
Auditorium	1100	\$100	\$1400	\$700	\$2100
Café	75	\$100	\$500	\$300	\$800
Sierra Suite	180	\$100	\$800	\$400	\$1200
Pacific Suite	180	\$100	\$800	\$400	\$1200
Platform					
Sound Tech (\$50/hr)					
Security (quote per event)					

Total Rental Fee \$1,200.00Deposit \$100.00Balance Due \$1,100.00Date balance due 3/19/20

**INSURANCE:** General liability insurance is required for each rental. If you are unable to supply this coverage *The FIVE30 Event Center, Inc.* can assist you in purchasing it with a cashier's check or money order made out to *The FIVE30 Event Center, Inc.* \_\_\_\_\_ initials

**SECURITY:** Events with expected attendance over 200 &/or serving alcohol are required to have security (not included in rental rates). Security cost will be quoted according to attendance and event hours, which must be provided before contract can be issued. Security will be posted at the doors checking the number of attendees. \_\_\_\_\_ initials

**ALCOHOL:** As per ABC licensing requirements; Any event selling alcohol must submit a copy of the ABC license to *The FIVE30 Event Center, Inc.* prior to the event. \_\_\_\_\_ initials

**DECORATING & SETUP:** setup day prior to the event **MUST BE PRE-ARRANGED**. Setup fee shall be \$150. Setup times shall be a four hour time slot to be scheduled between the hours of 8am – 8pm the day prior to event. A fee of \$25/hr shall be charged if additional setup time is required. \_\_\_\_\_ initials

**CANCELLATION:** cancellation must be submitted in writing 60 days prior to the event. The Cleaning Deposit **WILL BE FORFEITED** by the renter for cancellations within 60 days of the event. \_\_\_\_\_ initials

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# The FIVE30

## The FIVE30 Event Center Rental Application

1104 J Street, Marysville, CA 95901  
530-674-0400  
info@thefive30.net

DATE RESERVATION MADE 11/22/19

DATE/S OF USE 4/16 - 4/17

RESERVATION MADE BY J. Thurburn

CONTACT NAME John Thurburn / Christine Kennedy

RENTER NAME Marysville High School PHONE 530-741-6180 ALT. PHONE 530-729-2250

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS j.thurburn@mjusd.k12.ca.us; ckennedy@mjusd.k12.ca.us

TYPE OF EVENT Every 15 minutes EXPECTED ATTENDANCE 50 Initials jl

ROOM/S REQUIRED: **MAIN AUDITORIUM** **CAFÉ** **SIERRA SUITE** **PACIFIC SUITE**

OTHER: Either suite

ADMISSION CHARGE None AMOUNT/S 0

Will alcohol be served? YES/**NO** Will alcohol be sold? YES/**NO**  
If alcohol will be served or sold, security service is required and additional fees will apply. Initials \_\_\_\_\_  
If alcohol will be served or sold, renter must have alcohol liability insurance. Initials \_\_\_\_\_

For dinners, who will be cooking: ☐ Renter ☐ Caterer order out pizza

CATERER NAME \_\_\_\_\_ PHONE \_\_\_\_\_

DJ NAME \_\_\_\_\_ PHONE \_\_\_\_\_

### EQUIPMENT REQUIRED

Platform YES/**NO**

Chairs 50

Tables 10

Other \_\_\_\_\_

### EVENT INFORMATION

Setup Date 4/16/20

Setup Time 12pm 4/16 - 9am 4/17

Start Time 12pm Initials jl

End Time 9am Initials jl

Clean Up Date 4/17/20

Special instructions: \_\_\_\_\_

By signing, renter acknowledges all of the above information and fees were discussed and is accurate.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Cost Proposal for Lindhurst High School

Chris Schmidt  
cschmidt@mjusd.k12.ca.us  
Lindhurst High School  
4446 Olive Dr, Olivehurst CA 9596

Aaron LaMontagne  
aaron@enrichingstudents.com  
Enriching Students

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Business Services Department  
Approval: PL   
Date: 12-9-19

**Description of Services**

One year license agreement for Enriching Students our web based scheduling tool. Enriching Students is a cloud based software. Our agreement is subject to a yearly renewal.

**Service Implementation**

Enriching Students will be managed and hosted in the cloud by ITP. Access to your account will be via the URL [app.enrichingstudents.com](http://app.enrichingstudents.com). The account will be accessed via a secure https connection.

**Technical Support**

Hours of Service: Monday through Friday 9:00 AM to 5:00 PM, Eastern Standard Time, excluding holidays.

Name	Price	QTY	Subtotal
User Licenses	\$28.50	75	\$2,137.50
Staff/Admins licenses per user/per year			
Yearly Data Hosting, Site Maintenance, Technical Support and Staff Training Suite Accessibility	\$1,480.00	1	\$1,480.00
Subtotal			<b>\$3,617.50</b>
Total Yearly Cost			<b>\$3,617.50</b>

**Terms**

The terms of this agreement will automatically be extended for successive one-year periods, on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either party gives the notice of non-extension at least three months before the then-current expiration date. Cancellation requests require a 30 day notice. All refunds will be prorated for the remaining months of the contracts duration. Refunds will be issued within 60 days of the request.





AGREEMENT, made on Oct 17, 2019 between Interval Technology Partners, LLC, a New Hampshire corporation with an address of PO Box Walpole, NH 03608 (the "Company") and Chris Schmidt, of Lindhurst High School (the "School").

The School and the Company agree as follows:

1.Scope of Services -- The Company agrees to grant a one (1) year license agreement for Company's *Enriching Students* cloud-based scheduling software tool for 75 Users (access may be reassigned to new Users when an existing User leaves, provided the total number of Users does not exceed the number set forth in this Agreement). If School has chosen additional services, such additional professional services are detailed in the attached Appendix A and are incorporated herein by reference.

2.Fees -- The School shall pay a monthly service fee of \$ 4.75 per user, each month for 6 months for a total User Fee of \$ 2,137.50 and Additional Service Fees as set forth in Appendix A of \$ 1,480.00 annually. Thus, the total annual User License Fee shall be \$ 3,617.50 for services performed by the Company.

Any estimated costs for services shall be, or were previously made by the Company, shall be made in good faith but are not guaranteed in any way or to any extent by the Company and shall not be deemed to alter the terms of this Agreement.

In the event any bill for services remains unpaid for **ninety (90) days**, Company may suspend SCHOOL'S account.

3.Modification of Services -- If the School wishes to change the services covered by this Agreement or wishes to obtain additional services not listed in Appendix A School shall notify Company in writing, and the Company may perform such services at its discretion. If the Company performs the services in response to the School's written request, payment shall be made according to a payment arrangement as agreed to in writing by the Parties.

4.Cancellation of Services -- School may terminate this Agreement within sixty (60) days of the date School's data was uploaded to the cloud. Provided such cancellation is timely made, Company will refund fees actually paid, less reasonable costs incurred by Company for set-up, training, support, and other services already provided.



5.Term -- The initial term of this Agreement shall be for one (1) year from the date of execution. The Agreement may be renewed annually upon mutual agreement of the parties. Company shall provide notice of any increase in the Fee(s) at least sixty (60) days prior to renewal.

6.Confidentiality -- Company will not release any educational records to any third parties and will keep School's data confidential and secured by password. Company agrees that all employees shall be bound by this Agreement.

It shall be the responsibility of the School to limit access to passwords created by the School and its users, employees, and agents. Determination of whether and which student information shall be entered into the *Enriching Students* software is wholly the responsibility of the School.

Company's software is designed to comply with the Family Education Records Privacy Act of 1974 ("FERPA") by limiting its scope to Directory Information within the meaning of 20 U.S.C.A. § 1232(g). In the event School seeks to introduce information which exceeds the scope of Directory Information, as defined by 20 U.S.C.A. § 1232(g) the User will be given a prompt as follows:

"The educational records entered in these fields may exceed the scope of Directory Information within the meaning of 20 U.S.C.A. § 1232(g). By accepting this disclosure you are affirming the consent to release this information into *Enriching Students* software for access by authorized personnel. These records may only be accessed by persons with protected passwords or other authority designated by 20 U.S.C.A. § 1232(g)."

The parties agree to the terms of the Student Data Privacy Terms and Conditions attached hereto as Appendix B which is incorporated herein by reference.

7.Relationship of the Parties -- The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws. In addition, each party agrees to maintain comprehensive public liability and property damage insurance in amounts customarily maintained in such party's respective industry, insuring against liability for, among other things, bodily injury and property damage.



8.Default -- Failure by the Company or the School to comply with any term or condition under this Agreement shall be deemed default. Except as otherwise provided herein, if the party in default has not cured such default within fifteen (15) days after receipt of notice of the default, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving notice to take effect immediately. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

9.No Warranties -- THE COMPANY MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There are no warranties which extend beyond the description of the face hereof.

10.Limitation of Liability / Indemnification -- IN NO EVENT WILL THE COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST THE SCHOOL BY ANY OTHER PARTY DUE TO ANY CAUSE WHATSOEVER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR SERVICES UNDER THIS AGREEMENT. THIS SHALL BE THE SCHOOL'S SOLE AND EXCLUSIVE REMEDY.

Each Party shall indemnify, defend, and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents.

The Company shall not be liable to the School (or to any of the School's students, parents, or staff) for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the Company, School's failure to furnish necessary information with respect to details of performance on the part of the School, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures. The School shall not refuse to accept delivery by reason of delays occasioned by force majeure. Any delay resulting from force majeure shall correspondingly extend the time for performance by the Company.



11. Notices -- Notices given at the addresses first listed above, or by email if acknowledged as received shall be deemed acceptable..

12. Successors and Assigns -- This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

13. Severability -- If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

14. Governing Law -- This Agreement will be governed by the laws of New Hampshire. All disputes related to this Agreement or the services provided by Company shall be resolved in the Courts of Cheshire County, New Hampshire.

15. Eligibility to Work. By signing below, Service Provider is attesting he/she has not been barred or suspended from doing business with the United States government. Additionally, the Service Provider does not anticipate doing business directly with the federal government.

School agrees not to use Company's services in any manner that violates the federal laws and regulations of the United States of America, the laws of the State of New Hampshire, or any other State.

Date: Oct 17, 2019

Interval Technology Partners, LLC

Aaron LaMontagne, President

Lindhurst High School

Appendix A

Additional Professional Service:

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☐ Yearly Data Hosting Cost (\$480.00)

Company will manage and host *Enriching Students* in a secured cloud location and provide School access via a secured https connection at the URL app.enrichingstudents.com. No third party links shall allow redirection.

☐ Yearly Support Cost (\$1,000.00)

Monday - Friday 9:00AM–5:00PM EST, excluding holidays.

☐ Other Services (\$ \_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: Oct 17, 2019

School PO #: \_\_\_\_\_

Interval Technology Partners, LLC

mjUSD School District

*Aaron LaMontagne*

By Aaron LaMontagne, Manager

By Renny Lauseng



## APPENDIX B

### STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS

This Student Data Privacy Special Terms and Conditions (hereinafter "Agreement") is by and between Lindhurst High School ("School") and Interval Technology Partners, LLC ("Company"), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. (Company) and School have contracted for the Company to provide scheduling software for personalized learning, RTI and enrichment for high schools ("the Services"), which are institutional services and functions, to School. In the course of performing the Services, Company will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including but not limited to student data, metadata and user content ("Data Files"). School and Company acknowledges and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA") and New Hampshire student record laws and regulations, RSA 193-C, 193-E, and 189:67; Part Ed 1003, 1119.01 ("State Regulations"). The Data Files will be used by the Company and its employees to populate student data only for the purpose of delivering these Services. Company further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from Company to any other party.
2. Company acknowledges and agrees that it is providing institutional services or functions for School and that it is under direct control of School with respect to the use and maintenance of Data Files in connection with these Services. Company additionally acknowledges and agrees that at no point in time is the Company the owner of the Data Files.

Ownership rights are maintained by School and School reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Company further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and redisclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Company also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of School. Additionally, Company agrees that only authorized employees of the Company directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable



information contained in the Data Files in such a way that parties other than officials of School and their authorized agents cannot identify any students.

3. Company also acknowledges and agrees to:

- (i) use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with School.
- (ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Company further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- (iii) not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from School and the prior written approval of the parent/guardian of the student or eligible student.
- (iv) not copy, reproduce or transmit the Data Files and/or any portion thereof ,except as necessary to fulfill the Services.
- (v) not re-disclose, transfer or sell the Data Files and/or any portion thereof.
- (vi) not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.
- (vii) not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.
- (viii) not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.
- (ix) not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Company further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.
- (x) notify the Chief Information Officer for School in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein.



Company agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Company plans to take or has taken in response to said breach.

Additionally, Company agrees to adhere to all requirements in the New Hampshire Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Company further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files of any portion thereof, including personally identifiable information and agrees to provide School, upon request, with a copy of said written incident response plan.

(xi) not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).

(xii) maintain backup copies, backed up at least daily, of Data Files in case of Company system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.

(xiii) upon receipt of a request from School, immediately provide School with any specified portion of the Data Files within three (3) calendar days of receipt of said request.

(xiv) upon receipt of a request from School, immediately begin the process of returning all Data Files over to School and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Company's possession and/or in the possession of any subcontractors, or agents to which the Company may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Company and/or any of its subcontractors or agents are no longer in possession of any student work belonging to School and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide School with any and all Data Files in Company's possession, custody or control within seven (7) calendar days of receipt of said request. Company also will provide School with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to School, within fifteen (15) days of its receipt of School request for destruction of Data Files.





(xv) in the event of the Company's cessation of operations, promptly return all Data Files to School in an organized, manageable manner and Subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and

or are otherwise still in Company's possession and/or in the possession of any subcontractors, or agents to which the Company may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Company and/or any of its subcontractors or agents are no longer in possession of any student work belonging to School and to ensure that the Data Files cannot be recovered and are securely destroyed. Company also will provide School with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to School, within fifteen (15) days of Company's cessation of operations.

(xvi) not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.

(xvii) in the event of the Company and/or any of its subcontractors or agents to which the Company may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Company also will provide School with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.

(xviii) delete School Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.

(xix) upon receipt of a litigation hold request from School, immediately implement a litigation hold and preserve all documents and data relevant identified by School and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

(xx) upon receipt of a request from School, allow School to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.

(xxi) cooperate fully with School and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Company and/or delivery of Services to students and/or School, and shall provide full access to Company's facilities, staff, agents and School Data Files and all records pertaining to the Company, School Data Files and delivery of services to School.

Failure to cooperate shall be deemed a material breach of the Contract.

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(xxii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of School.

(xxiii) seek prior written consent from School before using any de-identified School Data Files for internal product development and improvement and/or research. Company acknowledges and agrees that de-identified School Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. Company also acknowledges and agrees not to attempt to re-identify de-identified School Data Files and not to transfer de-identified School Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to School who has provided prior written consent for such transfer.

4. Company certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storage, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the State and maintaining safeguards for personal information.

Company hereby further certifies it has a written comprehensive information security program. Further, the Company hereby certifies it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and New Hampshire student records law and regulations (RSA 193-C, 193-E, and 189:67; Part Ed 1003, 1119.01), and to fully protect the confidentiality of any student data, metadata, user content or other non-public information and/or personally identifiable information provided to it or its representatives. Company further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss.

Company also represents and warrants that if the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Company represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure use by employees.

5. Company represents, warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies dated January 1, 2017 shall be amended as it relates to the Services as follows:

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(i) Any provision contained in the Company's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the City and/or School, as a user, to indemnify the Company are hereby deleted in their entirety.

(ii) Any provision in the Company's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the City and/or School, as a user, to carry insurance coverage are hereby deleted in their entirety.

(iii) Any provision in the Company's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other implied or statutory warranties are hereby deleted in its entirety.

(iv) Any provision in the Company's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the City and/or School is specifically releasing the Company from liability are hereby deleted in their entirety.

(v) Any changes that the Company may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Company and City and/or School agree to such changes in writing.

(vi) The laws of the State of New Hampshire shall govern this Agreement and the parties agree to be bound by the laws of the State of New Hampshire in the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the United States Court for the District of New Hampshire and/or the trial courts of New Hampshire for any actions arising out of or related to this Agreement and any governing law and or choice of law provisions in the Company's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.

(vii) All rights, including intellectual property rights, shall remain the exclusive property of School and/or the student, as applicable, and Company as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give the Company any rights, implied or otherwise, to Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof. Any provisions to the contrary in the Company's privacy policy, terms of service, terms and conditions of use and/or license agreement are hereby deleted in their entirety.

6. The designated representative for the Company for this Agreement is:

Aaron LaMontagne

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Aaron LaMontagne

and

The designated representative for School for this Agreement is:

Penny Lauseng

Asst. Supt. of Business Services

7. No delay or omission of either party to exercise any right hereunder shall be construed as a waiver of any such right and School reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

9. Company represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

10. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed under seal as of the day and year first written above.

Aaron LaMontagne

Interval Technology Partners, LLC

By Aaron LaMontagne, Manager

SCHOOL NAME

Lindhurst High School

By Penny Lauseng

School Representative

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## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Arnon LeMontagne

Business name/disregarded entity name, if different from above

Interval Technology Partners, LLC.

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Exempt payee

☐ Other (see instructions) ▶

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

PO Box 353

City, state, and ZIP code

Walpole, NH 03608

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

    -    -

Employer identification number

47-3709281

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ 6/13/18

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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## Attachment A

Effective June 1, 2018 – May 31, 2019

# HOURLY BILLING RATES

Principal in Charge	\$220.00
Design Director	\$210.00
Senior Project Manager	\$200.00
Senior Project Architect	\$200.00
Project Manager	\$185.00
Project Architect	\$175.00
Project Lead / Technical Leader	\$145.00
Project Coordinator	\$125.00
Architectural Intern / Designer	\$110.00
Intern	\$80.00
Senior Project Designer	\$195.00
Project Designer	\$180.00
Design Leader	\$135.00
Designer II	\$125.00
Designer	\$115.00
Senior Educational Facilities Planner	\$220.00
Facilities Planner	\$180.00
Senior Construction Administrator	\$200.00
Construction Administrator	\$170.00
Sustainable Designer	\$155.00
Specification Writer	\$180.00
Agency Compliance	\$105.00
Cost Estimator	\$200.00
Clerical / Office	\$ 95.00

## Attachment B

### Marysville Joint Unified School District

## "Proposed DESIGN AND CONSTRUCTION SCHEDULE"

### Arboga School K-8 Conversion Project

February 7, 2018

Proposal Submitted .....	February 7, 2019
Proposal Approved .....	March 15, 2019
Kick-off Meeting .....	March 19, 2019
Programming Complete .....	April 26, 2019
Schematic Design Page Turn .....	June 21, 2019
Design Development Page Turn .....	August 16, 2019
50% Construction Document Page Turn with District .....	October 11, 2019
95% Construction Document Page Turn with District .....	December 13, 2019
Submittal to DSA for Plan Review .....	December 20, 2019
DSA Review Complete .....	March 13, 2020
DSA Approval .....	April 10, 2020
Bld Opening .....	May 15, 2020
Construction Start .....	June 15, 2020
Construction Complete .....	July 16, 2021
Move In .....	August 6, 2021

Marysville Joint Unified School District

**Resolution 2019-20/17**

**PURCHASE SPORTS EQUIPMENT  
THROUGH ANOTHER PUBLIC AGENCY  
(Wiseburn Unified School District to KYA Services, LLC)**

**WHEREAS**, the Governing Board has the authority to purchase through another public agency if it is in the best interest of the District; and

**BE IT RESOLVED** that the Governing Board of the Marysville Joint Unified School District does declare it to be in the best interest of the District to purchase Sports Equipment, based on the bid number BP#3 award by Wiseburn Unified School District on April 26, 2018 to KYA Services, LLC. The bid may be used through the term of the contract which includes current and future extensions if the District so chooses; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Governing Board authorizes the District to accept and award purchase orders as needed for the procurement of Sports Equipment in accordance with the bid number BP#3 award by Wiseburn Unified School District to KYA Services, LLC.

**PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF DECEMBER 2019.**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary Cena  
Superintendent of Schools

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President to Board of Trustees

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### ADD SERVICE 01 – MODULAR STORAGE BUILDING RELOCATION

**DATE:** November 18, 2019 (rev 1)

**CLIENT:** Marysville Joint Unified School District

**JOB#:** 19-295

**PROJECT:** MCAA Modular Classroom Building  
PO #P20-00798

#### **Additional Service:**

In accordance of the Prime Agreement for the above-mentioned project dated June 26, 2019, this Additional Service confirms that our estimated effort for this project has been increased as follows:

Additional Service 01 – Modular Storage Building Relocation. JK Architecture Engineering to provide construction documentation and construction administration services to relocate the current modular storage building. Services include architectural, civil and electrical design.

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

<b>Schedule of Values</b>	<b>Original Contract (classroom)</b>	<b>Add Service (storage)</b>
<b>Basic Services Contract</b>		
Schematic Design	\$ 3,000 (JKAE)	
Construction Documents	\$ 4,700 (JKAE)	
	\$ 2,500 (Warren)	
	\$ 5,800 (TEE)	
DSA/Agency Review	\$ 3,000 (JKAE)	
Bidding and Negotiations	\$ 1,700 (JKAE)	
	\$ 500 (TEE)	
Construction Administration	\$ 3,150 (JKAE)	
	\$ 1,600 (TEE)	
Reimbursable Allowance	\$ 1,200 (JKAE/Team)	
<b>Add Service 01 – Modular Storage Bldg. Relo.</b>		
Construction Documents		\$ 4,000 (JKAE)
		\$ 2,500 (Warren)
		\$ 2,000 (TEE)
Construction Administration		\$ 1,000 (JKAE)
		\$ 500 (TEE)
<b>Sub Totals</b>	<b>\$27,150</b>	<b>\$10,000</b>
<b>REVISED TOTAL FEE</b>		<b>\$37,150</b>

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### CONSULTANT/SCOPE NOTES

**JKAE (Architect):** Additional plans revised to add storage building and associated site work, additional agency review (included in CD fee), and additional construction administration for added storage building and associated site work.

**Warren (Civil Engineer):** Additional plans revised to add storage building, grading and site work including new accessible path of travel as required by code/DSA.

**TEE (Electrical Engineer):** Additional plans revised to add storage building, additional fire alarm upgrades to include storage building, and associated site electrical revisions.

### SCHEDULE UPDATE

Additional scope of work will add approximately 3 weeks to the CD phase for preparation of additional/revised working drawings. Bid and DSA review will require no schedule revisions, and construction phase will require an additional approximate 2-3 weeks for the additional site work and modular relocation.

Schematic Design:	2-3 weeks (complete)
Construction Documents:	6-7 weeks
DSA/Agency Review:	DSA over-the-counter estimated date of completion (December 20, 2019)
Bid Support:	4 weeks (January 2020)
Construction Administration:	5-7 weeks; varies depending on District chosen start date

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

Sincerely:



Chris Vicencio, Partner  
JK Architecture Engineering

Approved:

Marysville Joint Unified School District      Date

Penny Lauseng, Asst. Supt. of  
Print Name/Title      BUSINESS SERVICES



# *Marysville Joint Unified School District*

## Memorandum

To: Penny Lauseng, Assistant Superintendent, Business Services  
Copy: Gary Cena, Superintendent and Shevaun Mathews, Principle MHS  
From: Travis Barnett, Director Buildings & Grounds  
Date: November 15, 2019  
RE: **Ag Mechanics Project**  
**Request for Change Order #2 RE. ITEMS 1-4**

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This memorandum is to provide a description of the circumstances which caused the need for the above referenced change order #2 in the total amount of \$60,846.92, due to unforeseen conditions listed in items 1 through 4 below.

### **ITEM NO. 1:**

This change order is in the amount of \$2,712.80 due to unforeseen conditions and is for the additional work and material needed for the reframing of existing door openings 104 and 105, along with HVAC curb repair. This additional work also required interior wall finishes at doors 104 and 105 be corrected.

### Background:

When the contractor went to install the doors that were in the specifications provided by the architect, they soon found that the elevations and door openings would not work due to the existing doorframes. To correct this issue, new doorframes needed to be installed. Corrected the problem and ensured that the doors functioned properly and were in which in compliance with code.

Regarding the curb repair, when the existing heater was removed the contractor discovered that the curbing to the unit was damaged and had been causing water intrusion for many years. In order to keep the roof from leaking, the existing curbing needed to be repaired.

In regards to the cost of the change order, when the original change order was submitted it was in the amount of \$2,712.80. The architect firm, DSA inspector and I reviewed the time and materials needed and agreed that the cost was within industry standards and was justified in order to ensure code compliance and functionality.

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**ITEM NO. 2:**

This change order is in the amount of \$2,932.23 due to unforeseen conditions and is for the additional work and material needed for an increased size in the lighting inverter.

**Background:**

When the contractor went to install the lighting for the shop area they soon discovered that a larger lighting inverter was necessary to provide ample power to all lighting in the shop. By installing the larger capacity lighting inverter, this would ensure that all the lighting in the shop would have the proper power requirements necessary in order to function correctly.

In regards to the cost of the change order, when the original change order was submitted it was in the amount of \$2,932.23. The architect firm, DSA inspector and I reviewed the time and materials needed and agreed that the cost was within industry standards and was justified. Being that the labor was included in the original bid, MJUSD was not charged for labor on this item.

**ITEM NO. 3:**

This change order is in the amount of \$940.43 due to unforeseen conditions and is for the additional work and material needed to patch 8 square feet of exterior stucco, due to the replacement of doorframes at door 104 and 105.

When the contractor installed new doorframes (see item # 1), the contractor was required to cut into the existing exterior stucco to remove the existing door frames. This then required the contractor to patch the stucco after the installation of the new doorframes.

In regards to the cost of the change order, when the original change order was submitted it was in the amount of \$940.43. The architect firm, DSA inspector and I reviewed the time and materials needed to complete the stucco repair and agreed that the cost was within industry standards and was justified.

**ITEM NO. 4:**

This change order is in the amount of \$54,261.46 due to unforeseen conditions and is for the additional work and material needed for the installation of an 800-amp breaker for the Ag Mechanics project.

**Background:**

When the contractor went to install the 800-amp breaker he soon discovered that our existing panel was obsolete, and the 800-amp breaker configuration was unable to fit within the existing switch gear. This was not something that could have been foreseen when the specifications were developed. The change order is needed to add a mounting enclosure for the 800-amp breaker and additional feeder runs.

In regards to the cost of the change order, when the original change order was submitted it was in the amount of \$59,147.26. The architect firm and I reviewed the time and materials involved in the change order and were able to identify a markup of \$4,885 that was unfounded. Some of the additional material was included in the original bid. Specifically, the breaker that needs to be installed is at no cost and the 800-amp breaker itself was a part of the original bid.

Additionally, a meeting with American River Construction, Rainforth-Grau Architects and the DSA Inspector was held Nov 4th to further discuss this change order and the possibility of lowering the cost even further by removing an old diesel engine in the area that the new panel will be installed. By the MJUSD maintenance crew removing this engine it would allow for an approximately 6' shorter feeder run. If the space is available and the run can be shortened, MJUSD will then see a credit towards the total amount billed for this change order. The team agreed this work will be scheduled for Nov 26th to not further delay the project's completion. I hope this helps in understanding how this change order came to fruition and why it is necessary for the completion of this project. If you would like further clarification regarding any of the above details, please do not hesitate to ask.



**CHANGE ORDER NO. 2**

November 4, 2019

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

Attention: Travis Barnett, Director of Buildings and Grounds

Subject: Marysville High School – Ag Mechanics Modernization  
Marysville Joint Unified School District  
Architect's Project No.: 18-1352

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

**ITEM NO. 1:** Misc. T&M

Requested by: District

Reason: Inspector approved work related to reframing of existing door openings 104 and 105, curb repair at removed heater location, and new wall finishes at doors 104 and 105.

Attachments: COR #10r2

Change in Contract Amount ADD \$ 2,712.80

No Change in Contract Performance Period

**ITEM NO. 2:** Lighting Inverter

Requested by: Contractor

Reason: Increased capacity lighting inverter revised at shop drawing stage.  
Cost for material and markup only

Attachments: COR #21

Change in Contract Amount ADD \$ 2,932.23

No Change in Contract Performance Period

November 4, 2019  
Change Order No. 2  
Marysville High School – Ag Mechanics Modernization  
Page 2

**ITEM NO. 3:** Stucco Patch

Requested by: Contractor  
Reason: Patched approximately 8 square feet of exterior stucco due to revised door frame detail because of lead time on specified door frame.

Attachments: COR #26  
Change in Contract Amount ADD \$ 940.43  
No Change in Contract Performance Period

**ITEM NO. 4:** New 800a Breaker Panel

Requested by: Architect  
Reason: Add additional panel to revise breaker configuration at existing Main Switch Board panel.

Attachments: COR #27r2  
Change in Contract Amount ADD \$ 54,261.46  
Change in Contract Performance Period ADD 140 days

November 4, 2019  
 Change Order No. 2  
 Marysville High School – Ag Mechanics Modernization  
 Page 3

Original Contract Amount.....	\$	1,544,000.00
Amount Changed by Previous Change Order(s).....	\$	65,337.39
Contract Amount Prior to this Change Order.....	\$	1,544,000.00
Amount Changed by this Change Order ..... ADD .....	\$	60,846.92
Revised Contract Amount .....	\$	1,670,184.31

% Change by this Change Order	%	3.9
Total % Change of Original Contract Amount	%	8.2

Original Completion Date	May 4, 2019
Revised Completion Date Revised by Previous Change Order(s)	August 13, 2019
Calendar Days added by this Change Order                      ADD	140
Revised Completion Date through this Change Order	December 31, 2019

*The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.*

APPROVED: Penny Lauseng 11-26-19  
 Penny Lauseng, Assistant Superintendent of Business Services      Date  
 Marysville Joint Unified School District

ACCEPTED: [Signature] 11/7/19  
 American River Construction      Date

APPROVED: [Signature] 11.4.19  
 Rainforth Grau Architects      Date





**Appendix A.****PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES**

Project Authorization No. 2019-PBK-1

Date of Project Authorization: March 26, 2019

ARCHITECT's Project No.: TBD

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated *June 26, 2018* (pending final executed date) by and between the Marysville Joint Unified School District and PBK Architects. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize PBK Architects (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

**1. PROJECT DESCRIPTION**

1.1 Project: K-8 Conversion (Multi-purpose building, 8-10 modular classrooms and sitework)

1.2 Location(s): Arboga Elementary School, 1686 Broadway Street, Olivehurst, CA

**2. SCOPE OF WORK | BUDGET | SCHEDULE**

2.1 Work Statement: PBK will provide Architectural and Engineering services to assist District with conversion of existing school with the following design components:

1. New multi-purpose building with multi-use space, indoor basketball court, stage, storage and restrooms
2. Provide food service prep cooking kitchen at multi-purpose building
3. Eight (8) to ten (10) new modular classrooms for grades 6, 7 and 8, including Science and Art
4. Additional parking
5. Bus drop-off with shelter covers
6. Auto drop-off
7. Playground and hard court upgrades, with possible shade structure
8. ADA path of travel upgrades, as required by DSA
9. Updated gas, sewer and water service lines, as required
10. Updated electrical mains and distribution, as required
11. Updated storm drainage system, as required
12. Electrical capacity upgrades, if needed
13. Sitework, including metal fencing, concrete walkways and landscaping
14. Fire alarm upgrades

**2.2 Initial Construction Budget:**

Estimated Multi-Purpose Building	\$ 6,475,000
Estimated Site Work:	\$ 1,000,000
Estimated Modular Classrooms:	\$ 2,500,000
Estimated Construction Contingency (5%):	\$ 525,000
<b>Estimated Total Construction Cost:</b>	<b>\$ 10,500,000</b>

**Note: Proposal is based on option as described in 2.1 and budget in 2.2.**

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2.3 Preliminary Schedule Milestones:	
Programming:	6 weeks
Schematic Design:	8 weeks
Design Development:	8 weeks
Construction Documents:	18 weeks
DSA/Agency Approval:	16 weeks estimated
Bid Support:	5 weeks + 4 weeks for award
Construction Administration:	59 weeks

### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- X Pre-Design
- X Site Analysis
- X Schematic Design
- X Design Development
- X Construction Documents (includes DSA approval)
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction
- Other

3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Mechanical/Plumbing Engineer: LEAF Engineers  
 Cost Estimating: NA  
 Civil Engineer: Warren Consulting Engineers  
 Structural Engineer: KPFF Structural Engineers  
 Theater Consultant: NA  
 Audio/Visual Consultant: NA  
 Acoustic Engineer/Designer: NA  
 Traffic Engineer: NA  
 Pool Consultant: NA  
 Electrical/Fire Alarm Engineer: LEAF Engineers  
 Landscaping: Yamasaki Landscape Architects

3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Topographic Surveying, Boundary Surveying and Underground utility locating: Warren Consulting Engineers

### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	(25%)	\$ 178,375
Design Development	(15%)	\$ 107,025
Construction Documents	(25%)	\$ 178,375
DSA/Agency Review	(5%)	\$ 35,675
Bidding and Negotiations	(5%)	\$ 35,675
Construction Administration	(20%)	\$ 142,700
Project Close-out	(5%)	\$ 35,675
Total Fixed Phased Fee:		\$ 713,500

Fee Notes: See Appendix B. for Fee Calculations

The following Engineering Fees are included in the Total Fixed Phased Fee above. Civil engineering, mechanical engineering, electrical engineering, structural engineering, fire sprinkler design engineering and landscape architecture.

Additional Fees to noted above include

Topographic Survey (Civil):	\$ 21,450
Boundary Survey (Civil)	\$ 2,750
Underground Utility	\$ 25,850

Reimbursable Expenses: \$ 15,000

TOTAL NOT-TO-EXCEED COMPENSATION \$ 778,550

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES | SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services if requested by district: Geotechnical and Geo-hazard test and survey; commissioning; SWPPP monitoring, amendments and filing with water board; CEQA; CHPS or LEED design and documentation; Cal Green Tier One and Tier Two measure compliance; and agency related fees.

5.2 Special provisions for this project include: None

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This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

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



Mike Hodson, Assistant Superintendent of Business Services

Date:

4/23/19

PBK Architects  
2520 Venture Oaks Way, Suite 440  
Sacramento, CA 95833



Name: Gary Gery, AIA,  
Principal Architect

Date: March 26, 2019

## Appendix B.

Compensation shall be as defined in Architectural Services Master Agreement. Fee shall be based on following percentages:

9% x \$1,000,000	= \$90,000
8-1/2% x \$1,000,000	= \$85,000
8% x \$1,000,000	= \$80,000
7% x \$4,000,000	= \$280,000
6% x \$2,975,000	= \$178,500
<b>\$9,975,000.00</b>	<b>= \$713,500</b>

Total estimated fee shall be equal to ***Seven Hundred Thirteen Thousand Five Hundred Dollars (\$713,500.00).***

# MJUSD DEFERRED MAINTENANCE & CAPITAL IMPROVEMENT PROJECTS' TIMELINE Board Approval Date: \_\_\_\_\_

Site and Project Description	Estimated Cost	Funding Source	Purchasing Method	Summer 2020	2020/21	2021/22	2022/23	2023/24
<b><u>Arboga Elementary</u></b>								
TK-8 Expansion (not technically deferred maintenance but listed anyway)	\$ 12,000,000	Fund 24 Measure P	Lease/Lease-Back					
	\$ 3,000,000	Fund 25 Developer Fees						
<b><u>Browns Valley Elementary</u></b>								
*Generator/transfer switch/etc.	\$ 250,000	To Be Determined	Formal Bid					
<b><u>Cedar Lane Elementary</u></b>								
Ball wall in 2020/21	To Be Determined			To Be Determined				
<b><u>Cordua Elementary</u></b>								
Shade structure	\$ 41,800	Fund 01 LCAP	Negotiated Purchase Order	\$ 42,000				
<b><u>Covillaud Elementary</u></b>								
Shade structure	\$ 146,000	Fund 01 - 1XFacilities \$	Informal Bid	\$ 146,000				
Replace (6) HVAC units	\$ 82,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 82,000				
Roofing (multipurpose room/main building)	\$ 200,000	Fund 14 Deferred Maintenance	Formal Bid	\$ 200,000				
Shade structures	\$ 146,000	Fund 01 LCAP	Informal Bid	\$ 146,000				
<b><u>Dobbins Elementary</u></b>								
Parking lot in 2020/21	To Be Determined			To Be Determined				
<b><u>Edgewater Elementary</u></b>								
Shade structure	\$ 39,000	Fund 01 LCAP	Informal Bid	\$ 39,000				

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Site and Project Description	Estimated Cost	Funding Source	Purchasing Method	Summer 2020	2020/21	2021/22	2022/23	2023/24
<u><b>Ella Elementary</b></u>								
Paint school								
	\$ 120,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 120,000				
Replace (8) HVAC units	\$ 110,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 110,000				
Shade structures	\$ 44,000	Fund 01 LCAP	Negotiated Purchase Order	\$ 44,000				
<u><b>Foothill Intermediate</b></u>								
*Generator/transfer switch/etc.	\$ 395,000	To Be Determined	Formal bid	\$ 395,000				
<u><b>Johnson Park Elementary</b></u>								
Shade structure	\$ 44,000	Fund 01 LCAP	Negotiated Purchase Order	\$ 44,000				
<u><b>Kynoch Elementary</b></u>								
Paint school	\$ 140,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 140,000				
<u><b>Linda Elementary School</b></u>								
Landscape turf & soccer area	\$ 275,000	Fund 01 Routine Restricted Maintenance Account	Formal Bid	\$ 275,000				
<u><b>Lindhurst High School</b></u>								
**Automate irrigation front & rear	\$ 175,000	To Be Determined	Informal Bid		\$ 175,000			
***Central plant (heat/air) replacement	\$ 2,000,000	To Be Determined	Formal Bid					
<u><b>Loma Rica Elementary</b></u>								
*Generator/transfer switch/etc.	\$ 240,000	To Be Determined	Formal Bid					

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Site and Project Description	Estimated Cost	Funding Source	Purchasing Method	Summer 2020	2020/21	2021/22	2022/23	2023/24
<b><u>Marysville Charter Academy for the Arts</u></b>								
****Concrete foundation/Sitting wall	To Be Determined			To Be Determined				
<b><u>Marysville High School</u></b>								
Re-roof main bldg	\$ 274,000	Fund 14 Deferred Maintenance	Formal Bid	\$ 274,000				
Shade structure	\$ 66,000	Fund 01 LCAP	Informal Bid	\$ 66,000				
**Automate irrigation/sports fields	\$ 150,000	To Be Determined	Informal Bid		\$ 150,000			
Locker room moderization	\$ 150,000	Fund 01 - 1XFacilities \$	Informal Bid		\$ 80,000			
<b><u>Olivehurst Elementary</u></b>								
Replace (8) HVAC units	\$ 110,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 110,000				
Hardscape	\$ 288,000	Fund 01 LCAP	Formal Bid	\$ 288,000				
<b><u>Transportation Dept Bldg</u></b>								
Re-roof building	\$ 90,000	Fund 14 Deferred Maintenance	Informal Bid	\$ 90,000				
<b><u>Yuba Feather Elementary</u></b>								
Re-roof flat roof	\$ 54,000	Fund 14 Deferred Maintenance	Negotiated Purchase Order	\$ 54,000				
Playground equipment	\$ 65,000	Fund 01 LCAP	Informal Bid	\$ 65,000				
<b><u>Yuba Gardens Intermediate</u></b>								
Re-roof foyer & computer room	\$ 54,000	Fund 14 Deferred Maintenance	Negotiated Purchase Order	\$ 54,000				
<b>Total Projects - Estimated Costs</b>	<b>\$ 20,748,800</b>							

See next page for reconciliation and notes.

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Site and Project Description	Estimated Cost	Funding Source	Purchasing Method	Summer 2020	2020/21	2021/22	2022/23	2023/24
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Funding Reconciliation	Balance Available							
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Fund 01 - Routine Restricted Maint. Acct.	\$	275,000
Fund 01 - 1X Facilities	\$	296,000
Fund 14 - Deferred Maintenance	\$	1,234,000
Fund 01 - LCAP	\$	733,800
Fund 24 - Measure P	\$	12,000,000
Fund 25 - Developer Fees	\$	3,000,000
To Be Determined	\$	3,210,000
<b>Total Funding Available for Projects</b>	<b>\$</b>	<b>20,748,800</b>

Purchasing Method Key:	Estimated Project Value	Bid Type
\$1 - \$60,000		Negotiated
\$60,001 - \$200,000		Informal Bid
\$200,001 and up		Formal Bid
\$1,000,000 and up		Lease/Lease-Back
Misc. Equipment		Board Approved Gov't Piggyback

#### Footnotes:

- \* Funding for generators is to be determined. California Department of Education may provide funding. Other funding is being explored.
- \*\*Automate irrigation fields - these projects at LHS and MHS may be funded by a grant from the Yuba Water Agency. An update will be provided soon.
- \*\*\*Central plant replacement for LHS is a priority and a solution is being sought. An update will be provided by spring of 2020.
- \*\*\*\*MCAA concrete foundation/sitting wall was designed, but the cost estimate of \$247,000 is high. Maintenance is exploring other less expensive options for this project, which if value engineered, will save funds for other paint and roof projects.

#### Routine Restricted Maintenance Account (RRMA):

Maintenance handles the district's routine maintenance through the School Dude work order system. Hundreds of projects in the system are not included in this list. The projects on this Deferred Maintenance Project list are typically larger in scope than the RRMA projects identified in School Dude. School Dude routine maintenance projects are requested from school sites on a daily basis and completed as timely as possible.

#### Public Contract Code (PCC):

Effective January 1, 2019, school districts must competitively bid, pursuant to PCC section 20111(a), contracts involving an expenditure of more than \$92,600 for any of the following: 1) Equipment, materials, or supplies furnished, sold, or leased to the district; 2) non-construction services; or 3) repairs, including maintenance (as defined in Public Contract Code section 20115, that are not public projects (as defined in PCC section 22002c)). MJUSD adopted the California Uniform Public Cost Accounting Act (CUPCCAA), which allows bid thresholds for public contract construction services of: \$60,000 negotiated contract/purchase order; \$200,000 or less may be awarded by informal bidding procedures; over \$200,000 must be awarded by formal bidding procedures. Without CUPCCAA, MJUSD would have a formal bidding threshold of \$15,000 for public works construction services. ///

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