



Energy Management

SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.
- 1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).
- 1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.
- 1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5 "Annual Fee" means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.
- 1.6 "API Toolkit" or "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.
- 1.7 "Beta Services" means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 1.8 "Connector Toolkit" means DSI's add-on module that (i) enables DSI's Subscribers to integrate

(import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the “Connector Tool”, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in

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clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 "Order Form" means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.19 "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 "Subscriber" means the legal entity identified on the Account.

1.21 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.22 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and the API; Proprietary Rights

2.1 Use of the Service and the API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to

maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such

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modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber's usage of or access to the API if, in DSI's sole discretion, Subscriber or Subscriber's use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(b) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property

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Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Services and DSI's performance hereunder to grow DSI's business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a)

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any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM to 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3. Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

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4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

Section 5.0 Annual Fees

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as DSI's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI's collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

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6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

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

7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

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(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS

TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

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9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed to notice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 110, Cary NC 27518

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or

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interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Marysville Joint Unified School District

Dude Solutions, Inc.

Signature

DocuSigned by:

Brian Benfer

Signature ID: 731FF94E6...

Penny Lauseng

Print Name

Brian Benfer

Print Name

Assistant Superintendent
of Business Services

Title

SVP, Sales

Title

Date Signed

4/12/2021 | 8:47:29 AM PDT

Date Signed

Energy Management



Software for Smarter Operations

June 09, 2020

Marysville Joint Unified School District

Thank you for your continued support of our market leading solutions for improving educational operations.

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

Item	Investment
------	------------

Energy Manager

\$4,801.25

Annual Renewal:

\$4,801.25 USD

Service dates: 06/01/2021- 05/31/2022

Item	Investment
------	------------

Energy Manager

\$5,041.31

Annual Renewal:

\$5,041.31 USD

Service dates: 06/01/2022- 05/31/2023

Item	Investment
------	------------

Energy Manager

\$5,293.38

Annual Renewal:

\$5,293.38 USD

Service dates: 06/01/2023- 05/31/2024

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Proposal terms

- Proposal has been prepared for Marysville Joint Unified School District ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 12 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-191494 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.

Submitted By:

Representative Name:Doria Zarfaty

Date: June 09, 2020

Please address the purchase order to:

Dude Solutions, Inc

11000 Regency Parkway, Suite 110

Cary, NC 27518

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Q-191494

PREPARED BY

Dude Solutions

PREPARED FOR

Marysville Joint Unified School District

PUBLISHED ON

June 09, 2020



Ontario • Pasadena • San Diego • Irvine • Fresno • Sacramento • Hayward

Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

PROPOSAL FOR
FIRE ALARM PANEL REPLACEMENT

CUSTOMER

Marysville Joint Unified School District
Doug Trower

March 25, 2021

Mark Syres

msyres@hcisystems.net

M 530.409.8302

O 916.419.6900

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Business Services Department

Approval: P. Lausong

Date: 4.13.21



Ontario • Pasadena • San Diego • Irvine • Fresno • Sacramento • Hayward

Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

Date: **March 25, 2021**

FIRE ALARM PROPOSAL

HCI proposes to install a complete system(s) as described below.

This proposal is based on: **JOB WALK ONLY**

Drawings Section Through: Addenda: N/A

Spec Section Through: Addenda: N/A

Dated

11.4.2005

N/A

SCOPE OF WORK

GENERAL INCLUSIONS

This proposal includes Prevailing Wage labor rates per specification. HCI will not sign any PLA or PSA labor agreements.

Applicable taxes and freight.

This proposal is valid for (90) days from the date of this proposal.

Engineered drawings are provided only if expressly listed below. AutoCAD backgrounds must be provided by Customer.

Data submittals will be provided 2 weeks after this proposal is executed by Customer.

Engineering drawings cannot be scheduled until AFTER receipt of AutoCAD backgrounds from Customer. Current lead time for the preparation of those drawings is 4-6 weeks subject to increase depending on current workload.

GENERAL EXCLUSIONS

No work shall commence until Customer signs this proposal indicating acceptance of terms.

Any and all **Parking** fees unless specifically listed below.

Any and all Grounding and Bonding systems.

Any and all Ground boxes and combo boxes.

Any and all Painting, patching, access hatches, fire or sound caulking, fire stopping unless specifically listed below.

Any and all Specialty back box mounting. Lifts unless noted above.

HCI shall provide system control panel cabinets, annunciator cabinets and power supply cabinets or re-use existing back cans wherever possible

120VAC power, fire-rated backboards, trenching, backfill, outdoor or underground raceway, fire caulking, penetrations through rated-structure, X-ray or sonar of slabs or coring.

Installation of all system and riser terminal cabinets, which shall be installed by Electrical Contractor.

Any and all BIM Modeling (backgrounds must be provided in AutoCAD or DXF format for shop drawings)

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Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

Any and all asbestos containment and/or abatement.

Any and all Seismic calculations. Seismic mounting details will be shown on shop drawings as required.

Any and all existing alarms, supervisory, and troubles on existing panel(s). (It is assumed that any existing panels that will be added to, shall be clear of all. If panel is not clear at time of additions, HCI takes no responsibility to fix existing conditions unless and until Customer issues a change order with the extra costs necessary to clear the panel(s).)

FIRE ALARM SCOPE OF WORK

HCI proposes to replace existing Simplex panel with new Fire Alarm Control Panel. All field devices which are proprietary and cannot be connected to the new panel will be replaced. All wiring, conduit, and back boxes will be re-used and are excluded from this scope. This proposal is for Fire Alarm Control Panel replacement and not for Full System Upgrade which would incur Voice requirements and everything being brought up to code. This replaces the failed Simplex panel and the necessary field devices to make it all communicate only. All notification devices (wheelock) will be re-used.

This proposal **includes** a stand-alone fire alarm control panel. Any connection to existing buildings will utilize existing underground race ways and underground wiring. All wiring, pathways, and underground are excluded. This proposal **excludes** plan check, permit and inspection fees. HCI shall furnish installation drawings and submittals to the contractor for approval after this proposal is executed by Customer.

This proposal **includes** a Cellular dialer (DACT) for connection to a 24 hour off-site monitoring facility. Programming shall be provided at an additional cost if the owner selects to utilize a monitoring service other than that provided by HCI. HCI will provide a separate monitoring agreement.

This proposal **excludes magnetic door holders and magnetic door holder power**. Magnetic door holder release modules are included. HCI will only connect and mount the magnet portion of any magnetic door holders. The Hardware Contractor shall mount the swivel portion to the door and make final adjustments to the door. **Special door holder/closers, roll down doors, Won doors, or other smoke barriers are excluded. HCI shall make connections only.**

This proposal **excludes** sprinkler waterflow and tamper switches and adjustment of these switches. Sprinkler Monitor Modules are **included**.

If applicable, this proposal is **contingent** upon the owner providing HCI with a copy of the current fire alarm control panel operating software on a workable flash drive at no additional cost. If this requirement is not met, additional cost shall apply.

Duct detectors are excluded. HCI modules shall be provided for connection only.

Power for duct detector that is furnished and installed by others is **excluded**.

Smoke control system is **excluded**.

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Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

The following is a list of system components to be furnished by HCI based on the bid documents and the items listed above:

FIRE ALARM SYSTEM

<u>QTY</u>	<u>DESCRIPTION</u>
	FIRE ALARM CONTROL PANEL W/BATTERIES
	DIALER MODULE, POTS DUAL-LINE
	CELLULAR DIALER
	10-AMP 24VDC ADA/AUX POWER SUPPLY W/BATTERIES
	MANUAL PULL STATION, INTELLIGENT DOUBLE-ACTION
	PHOTO SMOKE DETECTOR HEAD, Conventional
	MULTI-CRITERIA SMOKE DETECTOR
	HEAT DETECTOR HEAD, Conventional
	HEAT DETECTOR HEAD, 135/ROR INTELLIGENT
	SMOKE/HEAT/CO DETECTOR BASE, INTELLIGENT
	MONITOR MODULE, SINGLE POINT
	MONITOR MODULE, DUAL POINT
	MONITOR MODULE, DUAL POINT (PANEL MT)
	SIGNAL SYNC MODULE (POWER SUPPLY)
	SURGE SUPPRESSOR (120VAC PANEL POWER)
LOT	INSTALLATION DRAWINGS & SUBMITTALS

Approx. 1158 devices total

FIRE ALARM PANEL REPLACEMENT: \$ 197,860.00

General Conditions and Clarifications

Payments are due within 30 days after submission of an invoice. Overdue payments shall bear interest at the rate of 1.5% per month from the date on which payment is due until paid.

If any arbitration or action at law or equity shall be brought on account of this Agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its actual attorneys' fees, which shall be made a part of any award or judgment rendered.

This proposal is based on the published project schedule at bid time. Any changes or delays to the project schedule not within HCI's control will be subject to additional charges.

In order to proceed with design, HCI must have a hard copy of all relevant current contract drawings and specifications. CAD files for contract drawings are not acceptable.

If applicable, HCI shall make every reasonable attempt to obtain a timely plan check. However, HCI is in no way responsible for any delays whatsoever due to plan check officials or procedures.

The liability for any work requested by Customer to be performed, prior to HCI obtaining plan check approval, shall be the sole responsibility of Customer/company requesting said work. Such requests must be made in writing.

This proposal includes electronic copies in PDF of submittals and drawings only, unless otherwise specified in specifications. If Customer requires hardcopy of drawings it shall be subject to additional cost.

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CA Contractor Lic: 905493

Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

Any changes to the project beyond the bid documents for any reason whatsoever outside of HCI's control, whether caused by Owner revisions or construction modifications, are subject to Change Order.

Access to any raceway, conduit, junction box or device that cannot be safely reached from a 12 foot ladder shall be furnished by others. This includes throughout installation, testing and the contract warranty period. Podium type ladders are **excluded**.

HCI requires a reasonable amount of time to pretest the entire system including interface with other trades. Failure of other trades to complete their work in a timely manner which causes HCI to incur additional expenses to meet the construction schedule will be subject to additional charges.

All work (installation, testing and inspections) shall be scheduled during regular business hours only. Any work or inspections scheduled outside regular business hours will be subject to additional charges.

HCI will be responsible for scheduling system related inspections. System inspections scheduled by others, resulting in additional cost to HCI, shall be subject to additional charges.

HCI shall have the right to terminate this Agreement for any reason, with or without cause, and at any time upon providing a 30-days written notice to Customer. In such event, HCI shall provide a credit to Customer for work not performed and such credit shall be the sole and exclusive remedy to Customer.

By issuing a contract to HCI to perform the work proposed herein, Customer hereby agrees that this proposal and all items contained within is made part of and incorporated in said contract issued for the performance of this work.

This proposal is based on HCI's standard insurance coverage. Any requests for additional coverage beyond HCI's standard limits shall be subject to additional charges unless specifically included above. Copies of HCI's standard insurance coverage are available upon request.

A bond is not provided for this project. If a bond is required by the Customer, it shall be requested by Customer in writing prior to the issuance of a contract. The additional cost of said bond shall be added to the price quoted herein. HCI's current Bond Rate is 1.1%.

HCI will not accept any deduction or back charge without a valid reasonable written notice to HCI. HCI must provide written acceptance to the back charge or deduction.

If Customer requires special wording for Waiver Of Subrogation Certificate, Customer shall request in writing such Certificate from HCI and Customer agrees to add and pay \$300 to the proposed cost herein.

HCI will not be bound to any labor agreements unless HCI independently executes such agreements.

The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.

The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.

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Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Marysville High School
12 East 18th Street
Marysville, CA 95901

Company: Marysville Joint Unified School District

Signature: _____

Printed Name: Penny Lauseng

Title: Assistant Superintendent
of Business Services

Date: _____

Respectfully Submitted By:

Mark Syres

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Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Lindhurst High School
4446 Olive Avenue
Olivehurst, CA 95961

PROPOSAL FOR
FIRE ALARM PANEL REPLACEMENT

CUSTOMER

Marysville Joint Unified School District
Doug Trower

March 25, 2021

Mark Syres

msyres@hcisystems.net

M 530.409.8302

O 916.419.6900

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Business Services Department

Approval: P. Lanning

Date: 4.13.21



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Telephone: (877) 331-2084 Fax: (909) 628-7774

DIR# 1000000046

CA Contractor Lic: 905493

Project:

Lindhurst High School
4446 Olive Avenue
Olivehurst, CA 95961

Date: March 25, 2021

FIRE ALARM PROPOSAL

HCI proposes to install a complete system(s) as described below.

This proposal is based on: **JOB WALK ONLY**

Drawings Section Through: Addenda: N/A
Spec Section Through: Addenda: N/A

Dated
12.07.2005
N/A

SCOPE OF WORK

GENERAL INCLUSIONS

This proposal includes Prevailing Wage labor rates per specification. HCI will not sign any PLA or PSA labor agreements.

Applicable taxes and freight.

This proposal is **valid for (90) days** from the date of this proposal.

Engineered drawings are provided only if expressly listed below. AutoCAD backgrounds must be provided by Customer.

Data submittals will be provided 2 weeks after this proposal is executed by Customer.

Engineering drawings cannot be scheduled until AFTER receipt of AutoCAD backgrounds from Customer. Current lead time for the preparation of those drawings is 4-6 weeks subject to increase depending on current workload.

GENERAL EXCLUSIONS

No work shall commence until Customer signs this proposal indicating acceptance of terms.

Any and all **Parking** fees unless specifically listed below.

Any and all Grounding and Bonding systems.

Any and all Ground boxes and combo boxes.

Any and all Painting, patching, access hatches, fire or sound caulking, fire stopping unless specifically listed below.

Any and all Specialty back box mounting. Lifts unless noted above.

HCI shall provide system control panel cabinets, annunciator cabinets and power supply cabinets or re-use existing back cans wherever possible

120VAC power, fire-rated backboards, trenching, backfill, outdoor or underground raceway, fire caulking, penetrations through rated-structure, X-ray or sonar of slabs or coring.

Installation of all system and riser terminal cabinets, which shall be installed by Electrical Contractor.

Any and all BIM Modeling (**backgrounds must be provided in AutoCAD or DXF format** for shop drawings)



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Olivehurst, CA 95961

Any and all asbestos containment and/or abatement.

Any and all Seismic calculations. Seismic mounting details will be shown on shop drawings as required.

Any and all existing alarms, supervisory, and troubles on existing panel(s). (It is assumed that any existing panels that will be added to, shall be clear of all. If panel is not clear at time of additions, HCI takes no responsibility to fix existing conditions unless and until Customer issues a change order with the extra costs necessary to clear the panel(s).)

FIRE ALARM SCOPE OF WORK

HCI proposes to replace existing Simplex panel with new Fire Alarm Control Panel. All field devices which are proprietary and cannot be connected to the new panel will be replaced. All wiring, conduit, and back boxes will be re-used and are excluded from this scope. This proposal is for Fire Alarm Control Panel replacement and not for Full System Upgrade which would incur Voice requirements and everything being brought up to code. This replaces the failed Simplex panel and the necessary field devices to make it all communicate only. All notification devices (wheelock) will be re-used.

This proposal **includes** a stand-alone fire alarm control panel. Any connection to existing buildings will utilize existing underground race ways and underground wiring. All wiring, pathways, and underground are excluded.

This proposal **excludes** plan check, permit and inspection fees. HCI shall furnish installation drawings and submittals to the contractor for approval after this proposal is executed by Customer.

This proposal **includes** a Cellular dialer (DACT) for connection to a 24 hour off-site monitoring facility. Programming shall be provided at an additional cost if the owner selects to utilize a monitoring service other than that provided by HCI. HCI will provide a separate monitoring agreement.

This proposal **excludes magnetic door holders and magnetic door holder power**. Magnetic door holder release modules are included. HCI will only connect and mount the magnet portion of any magnetic door holders. The Hardware Contractor shall mount the swivel portion to the door and make final adjustments to the door.

Special door holder/closers, roll down doors, Won doors, or other smoke barriers are excluded. **HCI shall make connections only.**

This proposal **excludes** sprinkler waterflow and tamper switches and adjustment of these switches. Sprinkler Monitor Modules are **included**.

If applicable, this proposal is **contingent** upon the owner providing HCI with a copy of the current fire alarm control panel operating software on a workable flash drive at no additional cost. If this requirement is not met, additional cost shall apply.

Duct detectors are excluded. HCI modules shall be provided for connection only.

Power for duct detector that is furnished and installed by others is **excluded**.

Smoke control system is **excluded**.

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The following is a list of system components to be furnished by **HCI** based on the bid documents and the items listed above:

FIRE ALARM SYSTEM

<u>QTY</u>	<u>DESCRIPTION</u>
	FIRE ALARM CONTROL PANEL W/BATTERIES
	REMOTE LCD ANNUNCIATOR
	DIALER MODULE, POTS DUAL-LINE
	CELLULAR DIALER
	10-AMP 24VDC ADA/AUX POWER SUPPLY W/BATTERIES
	PHOTO SMOKE DETECTOR HEAD, Conventional
	MULTI-CRITERIA SMOKE DETECTOR
	HEAT DETECTOR HEAD, Conventional
	HEAT DETECTOR HEAD, 135/ROR INTELLIGENT
	SMOKE/HEAT/CO DETECTOR BASE, INTELLIGENT
	MONITOR MODULE, SINGLE POINT
	MONITOR MODULE, DUAL POINT
	MONITOR MODULE, DUAL POINT (PANEL MT)
	SIGNAL SYNC MODULE (POWER SUPPLY)
	SURGE SUPPRESSOR (120VAC PANEL POWER)
LOT	INSTALLATION DRAWINGS & SUBMITTALS

Approx. 1249 devices total

FIRE ALARM PANEL REPLACEMENT: \$ 215,649.00

General Conditions and Clarifications

Payments are due within 30 days after submission of an invoice. Overdue payments shall bear interest at the rate of 1.5% per month from the date on which payment is due until paid.

If any arbitration or action at law or equity shall be brought on account of this Agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its actual attorneys' fees, which shall be made a part of any award or judgment rendered.

This proposal is based on the published project schedule at bid time. Any changes or delays to the project schedule not within HCI's control will be subject to additional charges.

In order to proceed with design, HCI must have a hard copy of all relevant current contract drawings and specifications. CAD files for contract drawings are not acceptable.

If applicable, HCI shall make every reasonable attempt to obtain a timely plan check. However, HCI is in no way responsible for any delays whatsoever due to plan check officials or procedures.

The liability for any work requested by Customer to be performed, prior to HCI obtaining plan check approval, shall be the sole responsibility of Customer/company requesting said work. Such requests must be made in writing.

This proposal includes electronic copies in PDF of submittals and drawings only, unless otherwise specified in specifications. If Customer requires hardcopy of drawings it shall be subject to additional cost.

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Any changes to the project beyond the bid documents for any reason whatsoever outside of HCI's control, whether caused by Owner revisions or construction modifications, are subject to Change Order.

Access to any raceway, conduit, junction box or device that cannot be safely reached from a 12 foot ladder shall be furnished by others. This includes throughout installation, testing and the contract warranty period. Podium type ladders are **excluded**.

HCI requires a reasonable amount of time to pretest the entire system including interface with other trades. Failure of other trades to complete their work in a timely manner which causes HCI to incur additional expenses to meet the construction schedule will be subject to additional charges.

All work (installation, testing and inspections) shall be scheduled during regular business hours only. Any work or inspections scheduled outside regular business hours will be subject to additional charges.

HCI will be responsible for scheduling system related inspections. System inspections scheduled by others, resulting in additional cost to HCI, shall be subject to additional charges.

HCI shall have the right to terminate this Agreement for any reason, with or without cause, and at any time upon providing a 30-days written notice to Customer. In such event, HCI shall provide a credit to Customer for work not performed and such credit shall be the sole and exclusive remedy to Customer.

By issuing a contract to HCI to perform the work proposed herein, Customer hereby agrees that this proposal and all items contained within is made part of and incorporated in said contract issued for the performance of this work.

This proposal is based on HCI's standard insurance coverage. Any requests for additional coverage beyond HCI's standard limits shall be subject to additional charges unless specifically included above. Copies of HCI's standard insurance coverage are available upon request.

A bond is not provided for this project. If a bond is required by the Customer, it shall be requested by Customer in writing prior to the issuance of a contract. The additional cost of said bond shall be added to the price quoted herein. HCI's current Bond Rate is 1.1%.

HCI will not accept any deduction or back charge without a valid reasonable written notice to HCI. HCI must provide written acceptance to the back charge or deduction.

If Customer requires special wording for Waiver Of Subrogation Certificate, Customer shall request in writing such Certificate from HCI and Customer agrees to add and pay \$300 to the proposed cost herein.

HCI will not be bound to any labor agreements unless HCI independently executes such agreements.

The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.

The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.

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DIR# 1000000046

CA Contractor Lic: 905493

Project:

Lindhurst High School

**4446 Olive Avenue
Olivehurst, CA 95961**

Company: Marysville Joint Unified School District

Signature: _____

Printed Name: Penny Lauseng

Title: Assistant Superintendent
of Business Services

Date: _____

Respectfully Submitted By:

Mark Syres

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MASTER SERVICES AGREEMENT

This is a Master Services Agreement ("Agreement") dated as of April 28, 2021, between PROJECT WAYFINDER, INC., a Delaware corporation ("Project Wayfinder"), and Marysville Joint USD, a ("Customer"), whose address is 1919 B St. Marysville, CA 95901

Background

Project Wayfinder's mission is to inspire our next generation to become intentional meaning-makers empowered to contribute to the world around them. We have created a tool kit to equip young people with the skills, knowledge and confidence to create meaningful lives underpinned by purposefulness. Project Wayfinder offers professional development and purpose learning curriculum to schools, districts, youth programs, and other education organizations.

Customer wishes to collaborate with Project Wayfinder on the basis set out in this Agreement.

Project Wayfinder and Customer agree as follows:

1. PROGRAM

1.1 Scope

Project Wayfinder will provide services to Customer ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as **Exhibit A ("Plan")**, which, together with all other Exhibits to this Agreement, is incorporated in this Agreement by reference as though the terms thereof were expressly set forth herein. Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan.

1.2 Timeframe

Project Wayfinder will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Project Wayfinder fees in the amount(s) and on the date(s) set out in the attached **Exhibit B Payment and Fees**.

1.4 Communication

Project Wayfinder and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Project Wayfinder will meet periodically as set out in the Plan, advise each other of issues, including any concerns involving interactions among Project Wayfinder and Customer students and staff, provide one another with timely access to information.

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Business Services Department

Approval: P.L.

Date: 4-19-21

2. INTELLECTUAL PROPERTY RIGHTS; LICENSES

2.1 Pre-Existing Intellectual Property

Each of Project Wayfinder and Customer will retain ownership of their respective Confidential and Proprietary Information and pre-existing intellectual property, including copyrights, trademarks and logos. Each Party grants to the other the right to use its name, logo(s) and pre-approved information about such Party on or in connection with the marketing and promotion of the collaboration as contemplated under this Agreement, subject to the provisions of Section 4 hereof and the prior written approval of such Party with respect to the proposed use. Neither party may otherwise use the intellectual property of the other Party without the prior written consent of such Party.

2.2 Materials

Customer acknowledges that Project Wayfinder retains ownership of all right, title and interest in and to any curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Project Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Project Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Project Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Project Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

2.3 Limited License

Project Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of Program implementation which is, expressly, the subject of this Agreement. Customer must obtain prior written approval from Project Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

2.4 Ownership of Work Product

With the exception of any of Customer's Confidential Information (as such term is defined in the Non-Disclosure Agreement between Project Wayfinder and Customer) or pre-existing intellectual property, and work produced as part of Project Wayfinder student projects, the Parties acknowledge that Project Wayfinder shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with others, in connection with Project Wayfinder's performance under this Agreement along with all derivative works thereof (the "Work Product"). Customer hereby assigns to Project Wayfinder, all right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to Materials which Customer may propose or make as part of the respective pilots or

which Customer and Project Wayfinder may jointly make during such pilots. To the extent Customer grants Project Wayfinder the right to use any pre-existing Customer-owned intellectual property or content in the Work Product, Customer grants to Project Wayfinder a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the Work Product. Customer acknowledges it has no rights to Materials provided to Customer or to the Work Product other than with respect to their separate use as limited by this Agreement.

3. EXTERNAL COMMUNICATION

3.1 Customer External Communication

Customer may not use any of Project Wayfinder's intellectual property or other proprietary information, including but not limited to logo, trade name, trademark, and Materials in any external communications, including, without limitation, on its website or in outreach materials, without prior written approval from Project Wayfinder.

3.2 Project Wayfinder External Communication

Project Wayfinder may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Project Wayfinder may use Customer's name and logos in connection with these efforts.

3.3 Logo Use

Customer acknowledges: (a) it has no interest in Project Wayfinder's logo and other marks other than the rights granted under this Agreement; (b) Project Wayfinder will remain the sole owner of interest in its marks; and (c) all goodwill in Project Wayfinder's marks will inure solely to the benefit of Project Wayfinder. Customer will comply with any reasonable trademark guidelines of Project Wayfinder.

3.4 Visitors

Customer acknowledges Project Wayfinder may bring educators, funders, and other visitors to Customer to observe Program activities. Project Wayfinder will carry out any such visits consistent with Customer policy regarding visitors generally.

4. RELATIONSHIP

4.1 Independent Contractor

Project Wayfinder is an independent contractor and is solely responsible for its activities in providing Services. Project Wayfinder has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

4.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Project Wayfinder nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

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5. INSURANCE, INDEMNIFICATION, AND LIABILITY

5.1 Insurance

Each Party shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows: (a) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) and (b) Workers' Compensation as required by law. Each Party shall furnish the other Party with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall (1) Provide for thirty (30) days advance written notice to the other Party of any modification, change, or cancellation of any of the above insurance coverage; and (2) Indicate that the other Party has been endorsed as an additional insured under the coverage referred to under (a) above.

5.2 Indemnification by Customer

Customer will indemnify, defend, and hold Project Wayfinder and its, manager, members, officers, employees, representatives, agents, and assigns (collectively, "Project Wayfinder Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

5.3 Limitation of Liability

Project Wayfinder will not be liable to Customer for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Project Wayfinder has been apprised of the likelihood of such damages. Project Wayfinder's total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Project Wayfinder as set out in the Plan.

6. TERMINATION

6.1 Termination by Either Party

Either Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party of that decision at least ninety (90) days prior to the scheduled Program date. Such a termination will be effective sixty (60) days after delivery of the notice. Customer is responsible for payment of services rendered and expenses incurred by Project Wayfinder through the effective date of termination. Project Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Project Wayfinder for services rendered and expenses incurred through the effective date of termination, Project Wayfinder will invoice Customer for such services and expenses. Customer will pay the invoiced amount within ten (10) days of receipt of invoice.

Notwithstanding the foregoing, if Customer attempts to reschedule or cancel a Program within 30 days or less of the scheduled Program date, Customer will be responsible for (a) any additional travel and lodging expenses incurred by Project Wayfinder in rescheduling the Program (i.e. non-refundable airfare which must be re-booked at

additional cost to Project Wayfinder), or (b) in the event of cancellation, all non-refundable travel and lodging expenses incurred by Project Wayfinder in connection with the Program (this is in addition to the fees and expenses set forth in Exhibit B, to the extent such expenses are not included therein).

6.2 Effect of Termination

Upon termination of this Agreement, neither Customer nor Project Wayfinder may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Sections 3.3, 4.1 - 4.3, 5.2, 6, 7, and 8 will survive the expiration or termination of this Agreement.

7. GENERAL PROVISIONS

7.1 Entire Agreement

This Agreement, together with the Plan, expresses Project Wayfinder's and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Project Wayfinder and Customer relating to its subject matter. It is understood that Customer's use of Project Wayfinder's websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

7.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Project Wayfinder and Customer that recites that it is an amendment to this Agreement.

7.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Assignment

Neither Customer nor Project Wayfinder may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, or sale or transfer of substantially all of its assets.

7.5 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Project Wayfinder and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

7.6 Governing Law; Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles. The state and federal courts (or arbitrators appointed as described herein) located in Alameda County, California shall be the sole fora for any action for relief arising out of or pursuant to, or to enforce or interpret, this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such fora and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

7.7 Notices.

All notices and demands under this Agreement will be in writing and will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to a prepaid receipted delivery service (such as Federal Express, UPS or a courier service), for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic transmission by or to the parties. Addresses for the purpose of giving notice are as set forth in the first paragraph of this Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Either party may change its address, electronic mail address, or fax number by giving the other party Notice of the change.

7.8 No Solicitation.

During the Term and for a period of one (1) year thereafter, Customer will not, directly or indirectly, solicit, induce, hire or employ any person who is as of the date of such solicitation or was within the twelve (12) month period prior to the date of such solicitation an employee of Project Wayfinder

7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

[Signature page follows]

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IN WITNESS WHEREOF, Project Wayfinder and Customer have signed this Agreement as of the date set out in its first paragraph.

Project Wayfinder, Inc.

Customer:

By:



By:

Name: Penny Lauseng

Title: Assistant Superintendent of Business Services

Name: Patrick Cook-Deegan

Title: CEO

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SIGNATURE PAGE

EXHIBIT A**Program Plan**

Program:	<u>Virtual On-Site</u> Private training for educator teams, virtual on-sites are facilitated by Project Wayfinder personnel who will design the training to meet your particular school needs.
Services:	Project Wayfinder provides schools, districts, youth programs, and other organizations with 2-day virtual training to prepare their educators to teach Project Wayfinder's curriculum to students. During the training, educators will learn about our organization, preview our paper curriculum and online teacher resources, and experience several of the activities firsthand.

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EXHIBIT B**Payment and Fees**

Program Fees	See Price Quote(s)
Reimbursement of Expenses	
Payment Terms	Payment on all invoices is due within 30 days of invoice date. This is a fixed cost and may not be prorated, regardless of program start or end date. We request that payments are made electronically via direct deposit or ACH wire transfer.
Late Payments	Project Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Project Wayfinder to collect amounts owed on any invoice.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "*Agreement*") is entered into between PROJECT WAYFINDER, INC., a Delaware corporation ("*Company*") and the other party named on the signature page hereto ("*Other Signatory*") as of April 26, 2021 (the "*Effective Date*"), to protect the confidentiality of certain confidential information of Company or of Other Signatory to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the "*Permitted Use*"). Company and Other Signatory may be referred to herein individually as a "*Party*" and collectively as the "*Parties*."

1. As used herein, the "*Confidential Information*" of a Party will mean any and all technical and non-technical information disclosed by such Party (the "*Disclosing Party*") to the other Party (the "*Receiving Party*"), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party's employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Receiving Party;
- (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
- (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;
- (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or
- (e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.

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4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.
6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.
7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.
8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.
9. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section 3.
10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
11. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Company's principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

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12. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

15. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

16. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

17. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

18. Each Party agrees that the software programs of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the other Party.

19. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[Remainder of page intentionally left blank]

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The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:

PROJECT WAYFINDER, INC.

By:



Name: Patrick Cook-Deegan
Title: CEO

Address: PO Box 2876
Berkeley, California 94702-0876

OTHER SIGNATORY:

Penny Lauseng

Name of Other Signatory (Please Print)

Signature

Assistant Superintendent of Business Services

Title (if applicable)

Address: Marysville Joint USD
1919 B Street
Marysville, CA 95901

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☒ By checking this box, you confirm that you have no students under the age of 13 who will use the digital Project Wayfinder application.

COPPA Notice and Consent

The Children's Online Privacy Protection Act, or COPPA, is a federal law that allows parents to control what information is collected online from their children under the age of 13. COPPA generally requires companies that collect personal information online from children under age 13 to provide notice of their data collection and use practices and obtain verifiable parental consent. In the educational context, however, schools can consent on behalf of parents to the collection of student personal information, but only if such information is used for a school-authorized educational purpose and for no other commercial purpose.

You are receiving this COPPA Notice and Consent because you have expressed an interest in utilizing the digital Project Wayfinder application for your school, and you have indicated that you have students under the age of 13 who will use the digital Project Wayfinder application. Further, you have confirmed to Project Wayfinder that your authorization regarding students' use of digital educational technology such as the Project Wayfinder app, which may include use of student information in an educational context, is based on the school's having obtained the parent's consent.

Collection of Personal Information

Project Wayfinder collects limited personal information from students solely for the use and benefit of the learning environment. We will not require a child to provide more information than is reasonably necessary in order to participate in the digital activity, and we use this personal data for no other purpose than providing the service to the user. This information is not shared outside of the classroom or with any third parties except Project Wayfinder staff members who require access for the provision of Project Wayfinder's services to the school and students. Students of any age cannot share their profiles publicly outside of their classroom or school.

The app currently collects and stores the following information:

- student name
- student email
- student password
- student responses to toolkit questions
- timestamp when a response was submitted
- student answers to survey questions

The app currently shares the following student information with teachers:

- student name
- student email
- timestamp of when students submitted responses
- responses to toolkit questions that students have not mark as "keep to myself"

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Use or Disclosure of Personal Information

We do not disclose personal information collected from students to third parties other than to persons who provide support for the operations of the service and who do not use the information for any other purpose, except as follows:

- Parents
- Teachers & school administrators

We may disclose any and all personal information collected from a student to the parent or teacher who registered for the service in connection with such student. We do not: display advertising on our app; use student data to advertise to you or the student; sell or share student data with third parties to advertise or market to you or the student; or host third-party cookies or trackers that would allow those third parties to track you through out app. We will only retain and use your information as necessary to comply with our legal obligations.

Access to Personal Information

If the school and/or a parent/guardian wishes to review, correct, update, or delete a student's personally identifiable information stored by Project Wayfinder, they may email us their request at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

If the school and/or a parent/guardian wishes to prevent further use or collection of a student's personally identifiable information or wants to discontinue our service, they may email us at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

In any correspondence such as e-mail or mail, please include the child's username, the school or organization, and the teacher or parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a teacher or parent's identity before granting access to any personal information.

Contact

Please contact us at admin@projectwayfinder.com with any questions or concerns about Project Wayfinder, the app, our services and privacy. We can also be reached by mail at the following address:

Project Wayfinder

PO Box 2876 Berkeley, CA 94702

The undersigned hereby gives consent to Project Wayfinder to create student accounts for the web-based tools and applications described in this document.

SCHOOL NAME:

Marysville Joint USD

By: _____

Name: Penny Lauseng

Title: Assistant Superintendent of Business Services

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Marysville Joint Unified School District

1919 B Street, Marysville, CA 95901 (530) 741-6000 · FAX (530) 741-7899

Transportation Department Update **Updated: April 2021**

Background Staff

- Currently have 45 Contracted Drivers
 - There are 6 open Contracted Driver positions
 - 4 Drivers have indicated they will be retiring at the end of this year
 - Currently have 3 Drivers on 39 month rehire
- On a normal year we have 49 routes
- In our office we have 2 Dispatchers, 1 Secretary, 1 Supervisor and 1 Trainer
- Our shop personnel consists of 1 Lead Mechanic and 6 Mechanics
- Bus Driver class scheduled for April

Background Equipment

- Currently have 77 school buses. 44 for General Ed and 33 for Special Needs
- 30 of our buses are 20 years old or older. This means that these 30 buses are not in compliance with current seat belt laws which came out in 2004.
- In the past 2 years we have been awarded 7 General Ed buses, purchased 2 General Ed Buses and 4 Special Needs buses.

4 Special Needs Bus Purchase

- We are requesting approval to purchase 4 Special Needs buses for a total of \$356,904.38.
- As of April 2021 we anticipate an estimated budget savings of \$650,000 for 20/21 in the Special Ed budget. As with the last update, we do not anticipate additional costs that would severely cut into that amount.
- The 4 buses that we will replace are S-16, S-24, S-3 and S-4.
- The 4 new buses would be in compliance with current safety laws, would lower repair and maintenance costs, have better fuel efficiency and far lower emissions.

Respectfully,

Greg Taylor, Director of transportation
Prepared : April 1st, 2021

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3418 52nd Ave. Sacramento CA 95823
(408) 688-4774
www.A-ZBus.com

Acct Gabe Hightman
Manager:
Cell: (408) 688-4774
Fax: (951) 781-9806
Email: ghightman@a-zbus.com

Vehicle Quotation

21141

February 22, 2021

Company: Marysville Joint Unified School District

Mailing Address: 1919 B Street
Marysville, CA 95901

Attn: Greg Taylor

Phone: (530) 749-6199 **Fax:**
Email: gtaylor@mjuds.com

Model: Micro Bird G5 GM Ext Cab
Quantity: 2

GVWR: 14,200
Eng: GM 6.0L Gas 293 HP
Fuel Type: Gas
Capacity: 24 Amb 24 CRS

Model Year: 2021 or newer
Wheel Base: 177"
Trans: 6 Speed Auto w/OD
Susp: Spring/Spring
Brakes: Hyd
AC: Yes
Uph: Blue

Base

1 G5 BODY BASE

Body, Accessories

1 REAR DOOR GLASS (2) DARK TINT 26%
1 RR DOOR 2 GLASSES
1 RR DOOR LATCH/SLIDE BAR/3 POINT
1 RUNNING BOARD LEFT ALUMIN. PAINTED
1 TELESCOPIC RETAINER REAR DOOR

Body, Air Conditioning

1 A/C MCC 55K+OEM EV/RR/WALL W/CON 2C

Body, Electrical

1 ACCESSORY POWER CIRCUITS
1 ELEC SYS W/SOLENOID 200A

Body, Compartments

1 BBX DOOR STD
1 BBX TRAY SLIDES
1 BBX TRAY STANDARD
1 BBX W/AUX BAT.
1 GLOVE COMPARTMENT

Body, Floor

1 ENTRANCE STEP RISER BLACK ZENITH
1 FLOOR STEEL GALVANIZED 14GA
1 PLYWOOD 1/2"
1 SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
1 STANDARD FLOOR STRUCTURE

Body, Construction

1 BODY MOUNT CUSHIONS (PUCK)
1 BODY WHEEL HOUSING DW G5 76"
1 FRONT CAP SB OR COM STANDARD
1 INT FRONT SKINS REINFORCED
1 JOINT STRENGTH STEEL FLR C/FMVSS221
1 REAR CAP SB OR COM STANDARD
1 REAR STRUCTURE STANDARD
1 STANDARD FRONT STRUCTURE
1 STRUCTURAL CAGE
1 UNDERCOATING BODY AND CHASSIS
1 WHEEL HOUSINGS STEEL

Body, Handrail

1 ENTR GRAB LH 1 1/4 IN LH SS PLAIN
1 ENTR GRAB RH 1 1/4 IN SS PLAIN

Body, Heaters

1 HEATER HOSE ONLY (1X)
1 HEATER REAR 20500BTU
1 HEATER VALVE BLEEDER
1 SHUT-OFF VALVE UNDER BODY(AUX HEAT)

Body, Doors

1 CLEAR GLASS ENTRANCE DOOR
1 DOD ELECT CONTROL
1 DOUBLE OPENING DOOR 32 IN
1 EMERGENCY EXIT AJAR BUZZER
1 INTERLOCK REAR EMER.DOOOR RED LIGHT
1 PILOT LIGHT DASH - EMERGENCY EXITS

Body, Interior

1 INT & EXT FINISHING PARTS
1 INT FINITION RR W/A/C MCC 55K
1 INTERIOR FINISH STANDARD
1 PANEL BELOW WINDOW - ALUMINUM

Body, Lettering/Decals

1 "STOP WHEN RD LIGHTS FLASH" 6"DECAL
1 BLACK ARROW 6IN INSIDE EMER/D

- 1 DEC BIRD BLACK
- 1 DECAL "?????? FUEL ONLY"
- 1 DECAL -SCHOOL BUS-
- 1 DECAL BATTERY LOCATION
- 1 DECAL EMERGENCY DOOR
- 1 DECAL MICRO BIRD ENG YLW BACK

Body, Lights

- 1 8 WAYS STD LED STROBE 4 AMBER 4 RED
- 1 BACK-UP LIGHTS LED
- 1 DIRECTIONAL LED LIGHTS NO ARROW
- 1 DOME LIGHTS ON BATTERY
- 1 DOME LIGHTS REAR WITH SWITCH
- 1 EXTERIOR LIGHTS LED ENTRANCE DOOR
- 1 IDENTIF. & CLEARANCE LIGHTS LED
- 1 LICENSE PLATE LIGHT LED
- 1 READING LIGHT ABOVE DRIVER LED
- 1 STANDARD LED DOME LIGHTS
- 1 STEPWELL LED LIGHT
- 1 STOP & TAIL LED LIGHTS
- 1 WHITE STROBE LED LIGHT ON BATTERY

Body, Mirrors

- 1 INT MIRROR 6X16 IN
- 1 MIRROR ROSCO SB HTD W/TIMER

Body, Mud flaps

- 1 GRAVEL SHIELDS MOLDED
- 1 MUD FLAPS
- 1 WHEEL TRIM BLACK

Body, Paint

- 1 BLACK AROUND WARNING LAMPS DELETE
- 1 EXTERIOR PAINT YELLOW
- 1 PAINT EXTERIOR SCHOOL BUS YELLOW
- 1 PAINT ROOF WHITE G5
- 1 PAINT WHEEL YELLOW
- 1 PNT ROOF SKINS 1 R/H SPEAKERS STD
- 1 RUB RAIL BLACK

Body, Radio

- 1 CENTRAL SPEAKERS IN CEILING
- 1 OEM RADIO WITH MICROBIRD SPEAKERS
- 1 WIRING SYSTEM STANDARD

Body, Reflectors

- 1 REFLEC TAPE EMER/D YELLOW 3M
- 1 REFLECTORS REAR (4) RED-3M

Body, Rub rails

- 1 RUB RAIL FLOOR LEVEL
- 1 RUB RAIL SEAT LEVEL
- 1 RUB RAIL SKIRT

Body, Safety Equipment

- 1 EXTINGUISHER 5 LBS
- 1 TRIANGULAR WARNING DEVICE

Body, Seats

- 1 36 IN KICK PANEL UNDER LH BARRIER
- 1 36 IN KICK PANEL UNDER RH BARRIER
- 1 CEW BAR 36 LH HB BLU FB WO/C
- 1 CEW BAR 36 RH HB BLU FB WO/C
- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /LEFT SIDE
- 6 COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH

- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /RIGHT SIDE
- 6 COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 1 FMVSS 210 SEAT BELT ANCHORAGE
- 1 HPADS GREY W/AC RR 55K W/RR/D
- 12 LEG CEW

Body, Side Panels

- 1 EXTERIOR SKINS
- 1 G5 SIDE SKINS REINFORCEMENTS
- 1 SIDE SKIN SUPP & M/FLAP W/BBX & A/C

Body, Stop Arms

- 1 STOP ARM SMI STOP LED/STROBE REAR

Body, Switches

- 1 EMER/OVERRIDE SWITCH W/WSQ AND WPB
- 1 FORD OR GM CONSOLE FOR SWITCHES

Body, Vents

- 1 ROOF HATCH SPHEROS SMART
- 1 STATIC ROOF VENT

Body, Warning Systems

- 1 8 WAY WIRING POWER ON BATTERY
- 1 BACKING SAFETY HORN SAE 97DBA
- 1 CHILD CHECK EP1 - CA SPEC
- 1 HOOD OVER WARNING LAMPS (BLACK)
- 1 SEQUENTIAL 8WAY SYSTEM

Body, Windows

- 1 2 BACK WINDOWS DARK TINT (26%)
- 1 DRIP RAILS
- 1 EXT WINDOW TRIM
- 1 MORE VIEW W/CLEAR GLASS TEMPERED
- 1 WIN S/S TINT 26%
- 1 WINDOW TRIM PROTECTION

Chassis

- 1 CHASSIS
- 1 GVWR 14,200LB GM
- 1 GVWR 14200 LBS

Chassis, Accessories

- 1 AIR BAG DRIVER'S SIDE ONLY
- 1 DAYTIME RUNNING LAMPS
- 1 FLEET MAINTENANCE CREDIT
- 1 FLEET PROGRAM
- 1 FRONT DASH AIR
- 1 GM UPFITTER ALLOWANCE
- 1 HIGH BACK BUCKET DRIVER'S ONLY
- 1 HORN DUAL NOTE TONE
- 1 INTERMITTENT WINDSHIELD WIPERS
- 1 LICENSE PLATE BRACKET
- 1 ONSTAR DELETE
- 1 PROV.AUX.HEATER PLUMBING & WIRING
- 1 RADIO AM/FM WITH MP3
- 1 SEAT FRONT BUCKET WITH VINYL TRIM
- 1 TILT REARVIEW MIRROR
- 1 TRANSPORTATION CHARGES
- 1 TRIM VINYL MEDIUM DARK PEWTER

Chassis, Alternator

- 1 ALTERNATOR 220 AMPS

Chassis, Axles

- 1 DRIVE LINE GUARD FRONT/REAR
- 1 DUAL REAR WHEELS
- 1 EQUIPMENT GR 2WT MODEL 4500 / GAS
- 1 FRONT GAWR 4600 LBS
- 1 REAR AXLE RATIO: 4.10
- 1 REAR GAWR 9600 LBS

Chassis, Batteries And Accessories

- 1 DUAL BATTERIES EACH 770 AMPS

Chassis, Brakes

- 1 4 WHEEL DISC BRAKES WITH ABS
- 1 BRAKE WARNING INDICATOR

Chassis, Bumper

- 1 BUMPER REAR - STEEL 3/16
- 1 FRONT BUMPER PAINTED BLACK

Chassis, Controls

- 1 POWER STEERING
- 1 STOP TURN SIGNAL CIRCUITS
- 1 TILT STEERING & SPEED CONTROL
- 1 VOLMETER TEMPERATURE & OIL PRESSURE

Chassis, Engines / Transmissions

- 1 AUTOMATIC TRANSMISSION 6 SPD O/D
- 1 CALIFORNIA EMISSIONS
- 1 COOLING EXTERNAL ENGINE OIL COOLER
- 1 EMISSION OVERRIDE (NY- YF5)
- 1 ENGINE BLOCK HEATER
- 1 ENGINE GAS 6.6L V8

- 1 TRANSMISSION OIL COOLER

Chassis, Exhaust

- 1 RELOCATE EXHAUST TO REAR

Chassis, Fuel System

- 1 FUEL ADDITIONAL 3 GALLONS
- 1 FUEL FILLER POT
- 1 FUEL TANK 32 GALLONS / 121.1 LITERS
- 1 HEAT SHIELD FOR FUEL TANK DELETE

Chassis, Model Prep

- 1 CHASSIS PREPARATION
- 1 COLD CLIMATE PACKAGE
- 1 RIGHT SIDE DOOR DELETE
- 1 SCHOOL BUS CHASSIS EQUIPMENT

Chassis, Tires and Wheels

- 1 ALIGNMENT FORD
- 1 STABILITRAK SYSTEM
- 1 TIRE FRONT LT225/75R16E ALS B/L DRW
- 1 WHEEL 16 X 6.5 STEEL HD
- 1 WITHOUT SPARE TIRE

Chassis, Wheelbase

- 1 177 " WHEELBASE

Notes

- 1 SPECIAL PAINT

Distributor Options

- 1 Lettering
- 1 FE/FAK/Decals - CA specs
- 1 Hand held stop sign & holder
- 1 Fog lights in front bumper

Unit Price:	\$78,261.01
Taxable Amount:	\$78,261.01
8.250 % Sales Tax Total:	\$6,456.53
License:	N/A
Total Per Bus w/tax included:	\$84,717.54
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$84,717.54
Extended Amount for 2 Unit(s):	\$169,435.08
Deduction Extended Amount for 2 Unit(s):	\$0.00
Grand Total:	\$169,435.08

Signature: _____

Name: _____

Title: _____

Date: _____

By: _____

Gabe Hightman

A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their 4/27/21 (date) Board meeting. _____ (Initial Here)

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

DMV Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

DMV Address: 1919 B STREET
MARYSVILLE, CA 95901

Signature Confirming DMV Address: _____

Signature, Name & Title _____

☒ Exempt

☐ Private

☐ Out of State | Customer Demand

Lienholder Information: (if none, write "none")

Lienholder Name: n/a

Contact Person: _____

Contact Number: _____

Grant Information: (if applicable)

Agency Name: n/a

Contact Info: _____

Delivery Address:

Initial here: _____

1919 B Street

Marysville, CA 95901

Lettering Information:

Initial here: _____

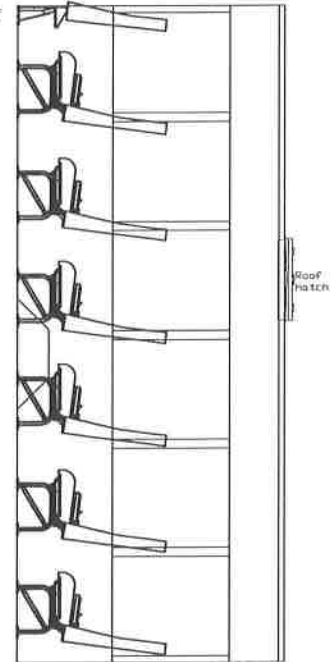
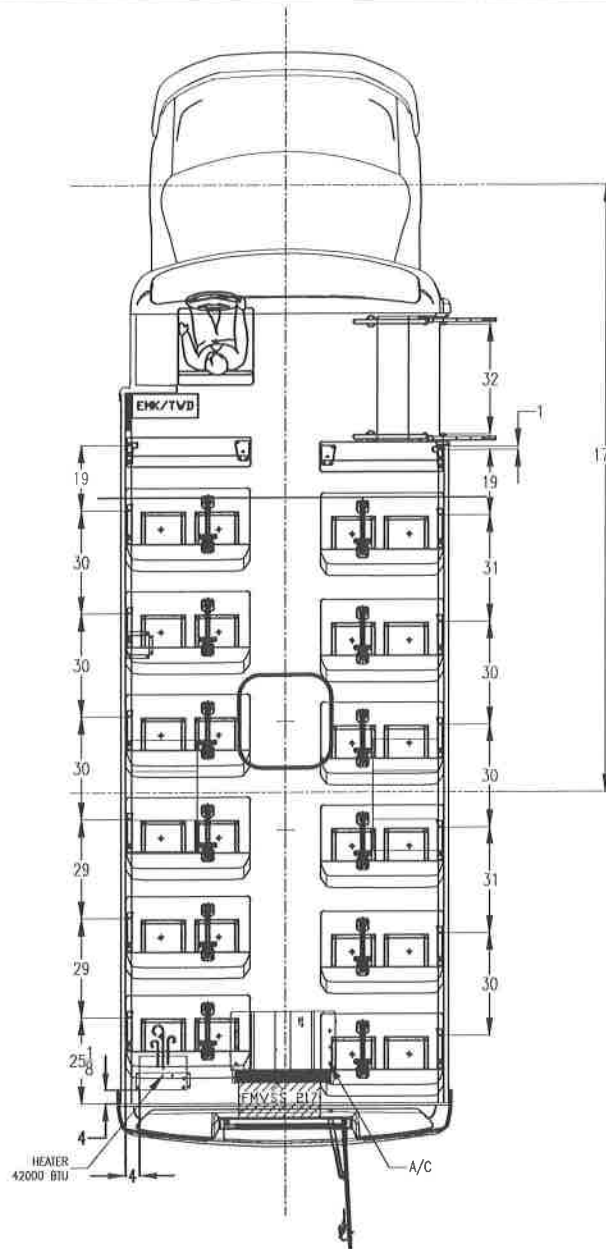
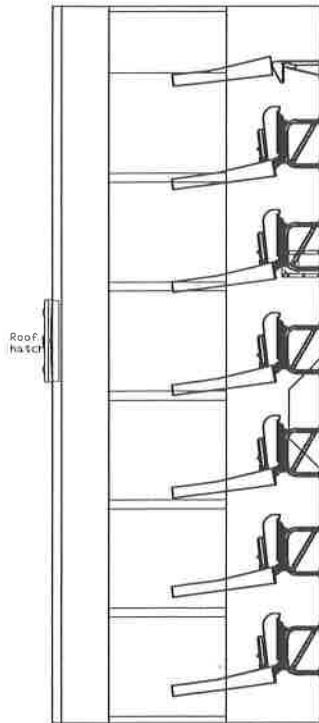
Beltline Lettering: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CA #: 64635

Unit #s: _____

IMPORTANT NOTICE / AVIS IMPORTANT

VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DU CHÂSSIS DE L'ANNÉE MODÈLE UTILISÉ.



FOR QUOTATION ONLY
POUR SOUMISSION SEULEMENT

SEAT	DIM.	SIDE	QTY	LEG
SI	36	LH	6	*
SI	36	RH	6	*

Seat spacing = See drawing D.O.D.: 32"

APPROVED CONFIGURATIONS

Total ambulatory passengers : 24 Total wheel chair passengers : 0

Load cap. (pass. + cargo) : **** kg **** lbs

A	2019/08/22	JD	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:			
Date:			

Drawn by :	J DAIGLE	MICRO BIRD "GIRARDIN"
MODEL:	UGM5 3NM WSQ	
UNIT = INCHES	Drawing no.	044811
SCALE = DO NOT SCALE		
NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc. technical department.		



3418 52nd Ave, Sacramento CA 95823
(408) 688-4774
www.A-ZBus.com

Acct
Manager:
Cell:
Fax:
Email:

Gabe Hightman
(408) 688-4774
(951) 781-9806
ghightman@a-zbus.com

Vehicle Quotation

21142

February 22, 2021

Company: Marysville Joint Unified School District

Mailing Address: 1919 B Street
Marysville, CA 95901

Attn: Greg Taylor

Phone: (530) 749-6199 **Fax:**
Email: gtaylor@mjusd.com

Model: Micro Bird G5 GM Ext Cab
Quantity: 2

GVWR: 14,200
Eng: 6.6L Gas
Fuel Type: Gas
Capacity: 20 Amb 1 WC 20 CRS

Model Year: 2021 or newer
Wheel Base: 177"
Trans: 6 Speed Auto w/OD
Susp: Spring/Spring
Brakes: Hyd
AC: Yes
Uph: Blue

Base

1 G5 BODY BASE

1 RR DOOR LATCH/SLIDE BAR/3 POINT
1 RUNNING BOARD LEFT ALUMIN. PAINTED
1 TELESCOPIC RETAINER REAR DOOR

Body, Air Conditioning

1 A/C MCC 55K+OEM EV/RR/WALL W/CON 2C

Body, Electrical

1 ACCESSORY POWER CIRCUITS
1 ELEC SYS W/SOLENOID 200A

Body, Compartments

1 BBX DOOR STD
1 BBX TRAY SLIDES
1 BBX TRAY STANDARD
1 BBX W/AUX BAT.
1 GLOVE COMPARTMENT

Body, Floor

1 BODY FLAT FLOOR 176/177" G5 76"
1 ENTRANCE STEP RISER BLACK ZENITH
1 FLOOR STEEL GALVANIZED 14GA
1 PLYWOOD 5/8"
1 SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
1 STANDARD FLOOR STRUCTURE

Body, Construction

1 BODY MOUNT CUSHIONS (PUCK)
1 FRONT CAP SB OR COM STANDARD
1 INT FRONT SKINS REINFORCED
1 JOINT STRENGTH STEEL FLR C/FMVSS221
1 NO WHEEL HOUSINGS
1 REAR CAP SB OR COM STANDARD
1 REAR STRUCTURE STANDARD
1 STANDARD FRONT STRUCTURE
1 STRUCTURAL CAGE
1 UNDERCOATING BODY AND CHASSIS

Body, Handrail

1 ENTR GRAB LH 1 1/4 IN LH SS PLAIN
1 ENTR GRAB RH 1 1/4 IN SS PLAIN

Body, Heaters

1 HEATER HOSE ONLY (1X)
1 HEATER REAR 26000BTU (WALL MOUNT)
1 HEATER VALVE BLEEDER
1 SHUT-OFF VALVE UNDER BODY(AUX HEAT)

Body, Doors

1 CLEAR GLASS ENTRANCE DOOR
1 DOD ELECT CONTROL
1 DOUBLE OPENING DOOR 32 IN
1 EMERGENCY EXIT AJAR BUZZER
1 HDGP DOOR HANDLE WITH KEY
1 INTERLOCK REAR EMER.Door RED LIGHT
1 LIFT DOOR SWITCH 2ND DOOR
1 PILOT LIGHT DASH - EMERGENCY EXITS
1 REAR DOOR GLASS (2) DARK TINT 26%
1 REINF.PLATE HDGP DOOR 403/404 1000
1 RR DOOR 2 GLASSES

Body, Interior

1 INT & EXT FINISHING PARTS
1 INT FINITION RR W/A/C MCC 55K
1 INTERIOR FINISH STANDARD
1 PANEL BELOW WINDOW - ALUMINUM

Body, Lettering/Decals

1 "STOP WHEN RD LIGHTS FLASH" 6"DECAL
1 BLACK ARROW 6IN INSIDE EMER/D
1 DEC BIRD BLACK

- 1 DECAL "?????? FUEL ONLY"
- 1 DECAL -SCHOOL BUS-
- 1 DECAL BATTERY LOCATION
- 1 DECAL EMERGENCY DOOR
- 1 DECAL MICRO BIRD ENG YLW BACK

Body, Lifts

- 1 4 X L-TRACK FULL LENGTH W/SEAT LH
- 1 4 X L-TRACK FULL LENGTH W/SEAT RH
- 1 ADDITIONAL LEAF SPRING (1)
- 1 BUZZER FOR OPEN LIFT DOOR
- 1 EXTERIOR LIGHTS LED SIDE LIFT DOOR
- 1 INTERLOCK LIFT WITHOUT KEY
- 1 L-TRK W/C BELTS Q-STR.RET.W/WALL TR
- 10 LEG T/S CEW QSTRAINT
- 1 LIFT DOOR 2 LEAVES REAR
- 1 LIFT/D GLASS (2) DARK TINT (26%)
- 1 PILOT LIGHT/DASH LIFT DOOR GREEN
- 1 TRACK SEATING SEAT SUPPORT
- 1 TWO (2) HANDICAP DECALS (2) 6X6
- 1 WALL MOUNT L-TRACK LH&RH SHLDR BELT

Body, Lights

- 1 8 WAYS STD LED STROBE 4 AMBER 4 RED
- 1 BACK-UP LIGHTS LED
- 1 DIRECTIONAL LED LIGHTS NO ARROW
- 1 DOME LIGHTS ON BATTERY
- 1 DOME LIGHTS REAR WITH SWITCH
- 1 EXTERIOR LIGHTS LED ENTRANCE DOOR
- 1 IDENTIF. & CLEARANCE LIGHTS LED
- 1 LICENSE PLATE LIGHT LED
- 1 READING LIGHT ABOVE DRIVER LED
- 1 STANDARD LED DOME LIGHTS
- 1 STEPWELL LED LIGHT
- 1 STOP & TAIL LED LIGHTS
- 1 WHITE STROBE LED LIGHT ON BATTERY

Body, Mirrors

- 1 INT MIRROR 6X16 IN
- 1 MIRROR ROSCO SB HTD W/TIMER

Body, Mud flaps

- 1 GRAVEL SHIELDS MOLDED
- 1 MUD FLAPS
- 1 WHEEL TRIM BLACK

Body, Paint

- 1 BLACK AROUND WARNING LAMPS DELETE
- 1 EXTERIOR PAINT YELLOW
- 1 PAINT EXTERIOR SCHOOL BUS YELLOW
- 1 PAINT ROOF WHITE G5
- 1 PAINT WHEEL YELLOW
- 1 PNT ROOF SKINS 1 R/H SPEAKERS STD
- 1 RUB RAIL BLACK

Body, Radio

- 1 CENTRAL SPEAKERS IN CEILING
- 1 OEM RADIO WITH MICROBIRD SPEAKERS
- 1 WIRING SYSTEM STANDARD

Body, Reflectors

- 1 REFLEC TAPE EMER/D YELLOW 3M
- 1 REFLECTORS REAR (4) RED-3M

Body, Rub rails

- 1 RUB RAIL FLOOR LEVEL
- 1 RUB RAIL SEAT LEVEL
- 1 RUB RAIL SKIRT

Body, Safety Equipment

- 1 EXTINGUISHER 5 LBS
- 1 TRIANGULAR WARNING DEVICE

Body, Seats

- 1 36 IN KICK PANEL UNDER LH BARRIER
- 1 36 IN KICK PANEL UNDER RH BARRIER
- 1 CEW BAR 36 LH HB BLU FB WO/C
- 1 CEW BAR 36 RH HB BLU FB WO/C
- 6 CEW SCHOOL ICS/3PTS RIGID HI 36 /LEFT SIDE
COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 4 CEW SCHOOL ICS/3PTS RIGID HI 36 /RIGHT SIDE
COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- 1 FMVSS 210 SEAT BELT ANCHORAGE
- 1 HPADS GREY W/AC RR 55K W/RR/D
- 1 SEAT SPACING INSTRUCTIONS DECAL FOR

Body, Side Panels

- 1 EXTERIOR SKINS
- 1 G5 SIDE SKINS REINFORCEMENTS
- 1 SIDE SKIN SUPP & M/FLAP W/BBX & A/C

Body, Stop Arms

- 1 STOP ARM SMI STOP LED/STROBE REAR

Body, Switches

- 1 EMER/OVERRIDE SWITCH WWSQ AND WPB
- 1 FORD OR GM CONSOLE FOR SWITCHES

Body, Vents

- 1 ROOF HATCH SPHEROS SMART
- 1 STATIC ROOF VENT

Body, Warning Systems

- 1 8 WAY WIRING POWER ON BATTERY
- 1 BACKING SAFETY HORN SAE 97DBA
- 1 CHILD CHECK EP1 - CA SPEC
- 1 HOOD OVER WARNING LAMPS (BLACK)
- 1 SEQUENTIAL 8WAY SYSTEM

Body, Windows

- 1 2 BACK WINDOWS DARK TINT (26%)
- 1 DRIP RAILS
- 1 EXT WINDOW TRIM
- 1 MORE VIEW W/CLEAR GLASS TEMPERED
- 1 WIN S/S TINT 26%
- 1 WINDOW TRIM PROTECTION

Chassis

- 1 CHASSIS
- 1 GVWR 14,200LB GM
- 1 GVWR 14200 LBS

Chassis, Accessories

- 1 AIR BAG DRIVER'S SIDE ONLY
- 1 DAYTIME RUNNING LAMPS
- 1 FLEET MAINTENANCE CREDIT
- 1 FLEET PROGRAM
- 1 FRONT DASH AIR
- 1 GM UPFITTER ALLOWANCE
- 1 HIGH BACK BUCKET DRIVER'S ONLY

- 1 HORN DUAL NOTE TONE
- 1 INTERMITTENT WINDSHIELD WIPERS
- 1 LICENSE PLATE BRACKET
- 1 ONSTAR DELETE
- 1 PROV.AUX.HEATER PLUMBING & WIRING
- 1 RADIO AM/FM WITH MP3
- 1 SEAT FRONT BUCKET WITH VINYL TRIM
- 1 TILT REARVIEW MIRROR
- 1 TRANSPORTATION CHARGES
- 1 TRIM VINYL MEDIUM DARK PEWTER

Chassis, Alternator

- 1 ALTERNATOR 220 AMPS

Chassis, Axles

- 1 DRIVE LINE GUARD FRONT/REAR
- 1 DUAL REAR WHEELS
- 1 EQUIPMENT GR 2WT MODEL 4500 / GAS
- 1 FRONT GAWR 4600 LBS
- 1 REAR AXLE RATIO: 4.10
- 1 REAR GAWR 9600 LBS

Chassis, Batteries And Accessories

- 1 DUAL BATTERIES EACH 770 AMPS

Chassis, Brakes

- 1 4 WHEEL DISC BRAKES WITH ABS
- 1 BRAKE WARNING INDICATOR

Chassis, Bumper

- 1 BUMPER REAR - STEEL 3/16
- 1 FRONT BUMPER PAINTED BLACK

Chassis, Controls

- 1 POWER STEERING
- 1 STOP TURN SIGNAL CIRCUITS
- 1 TILT STEERING & SPEED CONTROL
- 1 VOLTMETER TEMPERATURE & OIL PRESSURE

Chassis, Engines / Transmissions

- 1 AUTOMATIC TRANSMISSION 6 SPD O/D

- 1 CALIFORNIA EMISSIONS
- 1 COOLING EXTERNAL ENGINE OIL COOLER
- 1 EMISSION OVERRIDE (NY- YF5)
- 1 ENGINE BLOCK HEATER
- 1 ENGINE GAS 6.6L V8
- 1 TRANSMISSION OIL COOLER

Chassis, Exhaust

- 1 RELOCATE EXHAUST TO REAR

Chassis, Fuel System

- 1 FUEL ADDITIONAL 3 GALLONS
- 1 FUEL FILLER POT
- 1 FUEL INTEGRITY REINFORCEMENTS
- 1 FUEL TANK 32 GALLONS / 121.1 LITERS
- 1 HEAT SHIELD FOR FUEL TANK DELETE

Chassis, Model Prep

- 1 CHASSIS PREPARATION
- 1 COLD CLIMATE PACKAGE
- 1 RIGHT SIDE DOOR DELETE
- 1 SCHOOL BUS CHASSIS EQUIPMENT

Chassis, Tires and Wheels

- 1 ALIGNMENT FORD
- 1 STABILITRAK SYSTEM
- 1 TIRE FRONT LT225/75R16E ALS B/L DRW
- 1 WHEEL 16 X 6.5 STEEL HD
- 1 WITHOUT SPARE TIRE

Chassis, Wheelbase

- 1 177 " WHEELBASE

Notes

- 1 SPECIAL PAINT

Wheelchair Lift

- 1 BRAUN LIFT CENTURY 1000LB 34X54

Distributor Options

- 1 Lettering
- 1 Hand held stop sign & holder
- 1 FE/FAK/Decals - CA Spec
- 1 EP1 Child check safety system - Meeting CA Specs
- 1 Fog lights in front bumper
- 1 Pad kit - Braun WC lift - Blue upholstery
- 1 Safety belt for Braun lift
- 1 WC Position adjacent to lift door

Unit Price:	\$87,418.87
Taxable Amount:	\$76,554.87
8.250 % Sales Tax Total:	\$6,315.78
License:	N/A
Total Per Bus w/tax included:	\$93,734.65
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$93,734.65
Extended Amount for 2 Unit(s):	\$187,469.30
Deduction Extended Amount for 2 Unit(s):	\$0.00
Grand Total:	\$187,469.30

Signature: _____

Name: _____

Title: _____

Date: _____

Penny Lauseng
ASST. Supt. of Business Services

By: _____

Gabe Hightman
A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their 4/27/21 (date) Board meeting. _____ (Initial Here)

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

DMV Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

DMV Address: 1919 B STREET
MARYSVILLE, CA 95901

Signature Confirming DMV Address: _____
Signature, Name & Title

☒ Exempt ☐ Private ☐ Out of State | Customer Demand

Lienholder Information: (if none, write "none")

Lienholder Name: n/a

Contact Person: _____

Contact Number: _____

Grant Information: (if applicable)

Agency Name: n/a

Contact Info: _____

Delivery Address:

Initial here: _____

1919 B Street

Marysville, CA 95901

Lettering Information:

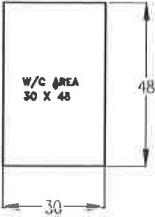
Initial here: _____

Beltline Lettering: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

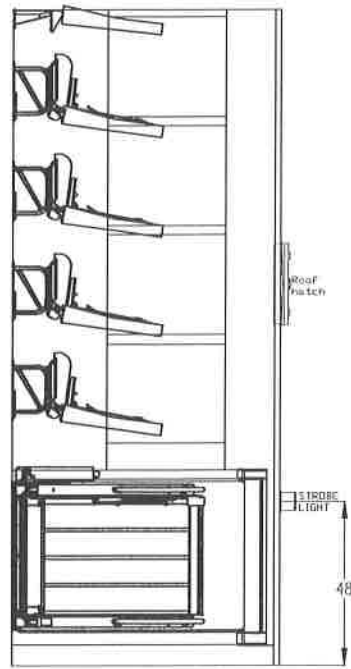
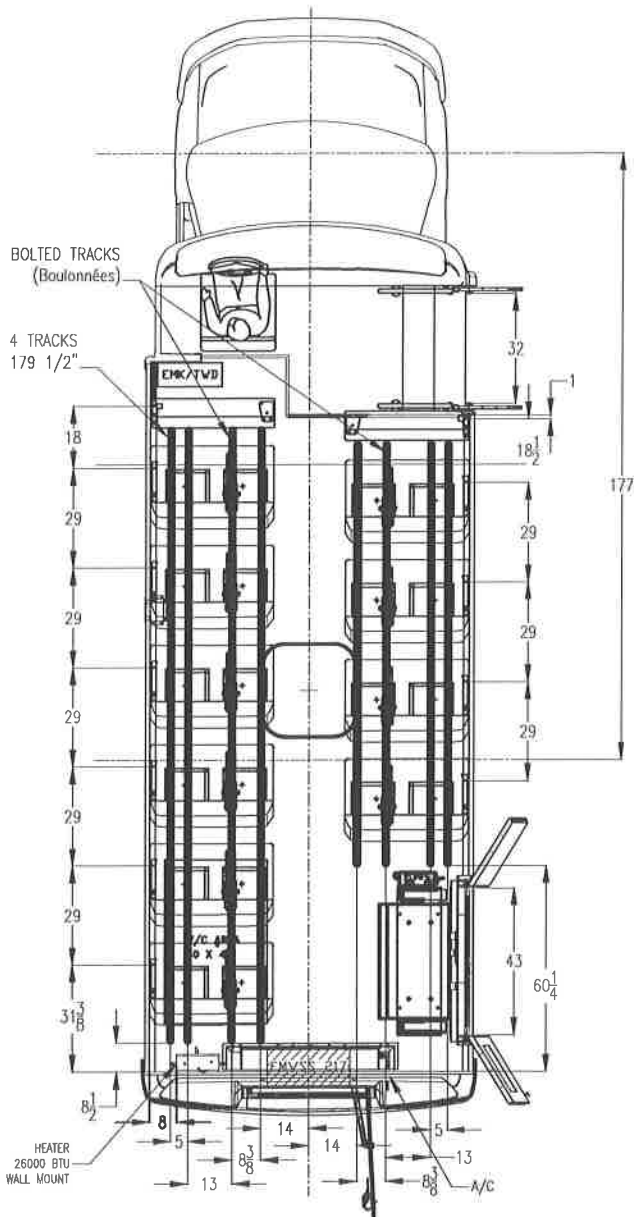
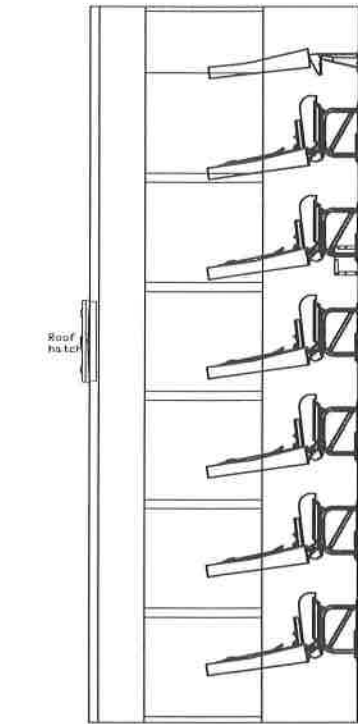
CA #: 64635

Unit #s: _____

NOTE: The wheelchair restraint configuration for this bus is as shown below:



IMPORTANT NOTICE / AVIS IMPORTANT
VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DU CHÂSSIS DE L'ANNÉE MODÈLE UTILISÉ.



FOR QUOTATION ONLY
POUR SOUMISSION SEULEMENT

SEAT	DIM.	SIDE	QTY	LEG
S2-CT	36	LH	6	*
S2-CT	36	RH	4	*

Seat spacing =	See drawing	D.O.D.:	32"
APPROVED CONFIGURATIONS			
Total ambulatory passengers :	20	Total wheel chair passengers :	0
Load cap. (pass. + cargo) :	**** kg	**** lbs	

B	2020/12/17	LR	CHANGE SEATS
A	2020/12/15	LR	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:	167		
Date:			

Drawn by : L ROY
MICRO BIRD
GIRARDIN
MODEL: UGU5 DRM WSR
UNIT = INCHES
SCALE = DO NOT SCALE
Drawing no. 050902
NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc. technical department.

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]
2020-2021

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

Quarterly Report Submission Date:
(check one)

- ☐ October 2020-1st quarter (7/1/20-9/30/20)
☐ January 2021-2nd quarter (10/1/20-12/31/20)
☒ April 2021-3rd quarter (1/1/21-3/31/21)
☐ July 2021-4th quarter (4/1/21-6/30/21)

Date for information to be reported publicly at governing board meeting: April 27, 2021

Please check the box that applies:

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

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

Print Name of District Superintendent Gary J. Cena


Signature of District Superintendent

April 16, 2021
Date



MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Marysville Joint Unified School District ("District") located in Marysville, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

- Term.** The term of this agreement shall commence on 04/28/2021 and terminate on 04/29/2024. (Three year agreement – May be renewed with consent of both parties)
- Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated expenses related to their field experience, the students do not thereby become employees of the

District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. Transportation of Students. Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. Scope of Authority. The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the

University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing

communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING FIELDWORK

“Fieldwork” as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District’s responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and implementing the student’s fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork.

The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING INTERN

The Intern School Counselor is approved to assume the functions authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

- a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

DISTRICT

By: _____

Signature: _____

Name: Rev. Dr. Scott Ashmon

Printed Name: Ramiro G. Carreón

Title: Senior Vice President and Provost

Title: Asst. Supt/Personnel Services

Date: _____

Date: _____

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612
Copy to:

Address: Marysville Joint USD
C/O Personnel Dept.
1919 B Street
Marysville, CA 95901

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EVENT BOOKING AGREEMENT

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Galaxy Mobile DJs

P.O Box #371

Roseville, CA 95678

Cell: (916) 412-3398 Toll-Free: (877) 994-5994 Fax: (877) 994-5994

Email: matt@galaxyprodj.com

Website: www.galaxymobiledj.com

Agreement made on 3/26/2021 between
Galaxy Mobile DJs and:

Joe Seller (Cust #)
McKenney Intermediate School
1904 Huston St
Marysville, CA 95901
Home: 530-680-2024 Work: 530.741.6187 x. 2381

Services Provided	Price
Middle School DJ	\$800.00
(Qty 6) Extra speakers	\$0.00
(Qty 3) Wireless Microphone	\$0.00
Tax:	\$0.00
Total amount for services:	\$800.00

Deposit of \$0.00 is paid

Printed on 3/26/2021

To provide services for the above client on the date of 6/3/2021 between the hours of 7:00 PM to 9:30 PM for a Middle School to be held at the following location(s):

Joe Seller in Marysville

Required Deposit of \$0.00.

WITNESSETH

NOW THEREFORE, In consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the DJ to provide a DJ Service. The service to be performed at Event Location.
2. Galaxy Mobile DJs hereby agrees to provide a DJ Service for the Purchaser at the above-mentioned location.
3. The said DJ Service shall consist primarily of providing musical entertainment by means of a recorded music format.
4. Galaxy Mobile DJs hereby agrees to render its professional services and is at all times to have complete control of his program.
5. The Parties hereby agree that the DJ service shall be provided and accepted on the following date(s) and time(s) of the engagement.
6. The Purchaser in consideration of the DJ Service to be rendered by the DJ, and the mutual promises contained herein, hereby agrees to pay to the DJ the following consideration:

The deposit amount is non-refundable and is required to secure the services of Galaxy Mobile DJs for the engagement. This amount shall be applied toward the Performance Fee. Services requested that exceed the outlined time frame will be charged at the rate of \$100.00 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Balance is to be paid in full on or before date of above mentioned event.

7. Galaxy Mobile DJs will make all attempts to accommodate specific DJ performer requests by the customer. However, Galaxy Mobile DJs cannot guarantee specific DJs will be available for this event, and will provide an equal / experienced backup in case of emergency.

Additional Terms and Conditions The agreement of the DJ to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by Galaxy Mobile DJs to find replacement entertainment at the agreed upon fees. Should Galaxy Mobile DJs be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Galaxy Mobile DJs liability shall be exclusively limited to an amount equal to the performance fee and that Galaxy Mobile DJs shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are non-refundable and is either (\$195) or (25%) of the total balance whichever is the higher amount. A service canceled between thirty (30) and zero (0) days prior to the event will forfeit the full balance (100%) immediately. Additionally PURCHASER has the right to reschedule the event within thirty (30) days of original date less the original paid deposit at the discretion of availability. PURCHASER also will be billed for parking when free parking is not available. This fee will be added to final bill.

The purchaser and DJ agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the DJ the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the DJ, or property of the DJ, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Galaxy Mobile DJs compensation is in no way affected by inclement weather. For outdoor performances,

Business Services Department

Approval: PK
Date: 4/1/21

Purchaser shall provide overhead shelter for setup area (to prevent rain and direct sun). The DJ reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The DJ's compensation will not be affected by such cancellation.

In the event of circumstances deemed to present a threat or implied threat of injury or harm to Galaxy Mobile DJs staff or any equipment in its possession, Galaxy Mobile DJs reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of 15 minutes), Galaxy Mobile DJs shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Galaxy Mobile DJs resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Galaxy Mobile DJs reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

Purchaser shall provide Galaxy Mobile DJs with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. Galaxy Mobile DJs requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of Galaxy Mobile DJs at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of Galaxy Mobile DJs performer. A written event/music planner or music request list must be received from the Purchaser and forwarded to Galaxy Mobile DJs at least two weeks prior to the date of the engagement for it to be included in Galaxy Mobile DJs programming guidelines. With or without the aid of an event/music planner or music request list, Galaxy Mobile DJs shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Galaxy Mobile DJs will make an extra effort to have music requests available if they are received IN WRITING at least two weeks prior to the engagement.

In the event of non-payment, Galaxy Mobile DJs retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Galaxy Mobile DJs. Purchaser shall be charged \$25 for each returned check plus a \$7.50 service charge for each collection notice.

This agreement guarantees that Galaxy Mobile DJs will be ready to perform at the start time of the engagement. No guarantee is made as to Galaxy Mobile DJs time of arrival; however, Galaxy Mobile DJs requests that they be permitted (60-90) minutes before the engagement and 45 minutes after the engagement for setup and takedown. Galaxy Mobile DJs also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$50.00. If Purchaser or venue requires Galaxy Mobile DJs to complete setup more than one hour before the start time, or to postpone takedown more than hour after the end time indicated, the additional time will be charged at the rate of \$50.00 per half-hour.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of California shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees that venue will be in Placer County.

Purchaser agrees to defend, indemnify, assume liability for and hold Galaxy Mobile DJs harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Galaxy Mobile DJs performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

Purchaser may not transfer this contract to another party without the prior written consent of Galaxy Mobile DJs.

This agreement is not binding until signed by both Purchaser and Galaxy Mobile DJs has received it. Any changes must be written and signed by both the Purchaser and Galaxy Mobile DJs. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Galaxy Mobile DJs may elect not to exercise their rights as specified in this agreement. By doing so, Galaxy Mobile DJs does not waive their right to exercise those options at a future date.

Galaxy Mobile DJs may take photo and video footage. This may be used only for promotional purposes. If you do not give consent please print and return this contract with a line through this paragraph.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

March 29, 2021 | 1:46 PM PDT

Agreed: Matt Deutchman Date: _____
Galaxy Mobile DJs Representative

Agree: _____ Date: _____
Client Signature: Penny Lawson
Assisted Supt. of Business Services

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Email: pgant@kblegal.us

May 22, 2020

VIA EMAIL ONLY

Gary Cena, Superintendent
Marysville Joint Unified School District
1919 B. Street
Marysville, CA 95901

Re: Kingsley Bogard LLP
Billing Rates for Fiscal Year 2020/2021

Dear Superintendent Cena:

The current fiscal picture presents challenges and funding issues for the public sector. We view ourselves as part of your management team. That is why our rates will not change for the coming fiscal year.

Set forth below are Kingsley Bogard's hourly rates for 2020/2021.

Partner	\$295 - \$315
Senior Associate	\$280
Associate	\$200 - \$260
Paralegal	\$140 - \$165
Of Counsel	\$295

Please sign the enclosed acknowledgment and return a copy to us by email.

We are in an era of change. As a team, we will find solutions.

Very truly yours,

KINGSLEY BOGARD LLP

PAUL R. GANT

PRG:tc
Enclosure

00142346.1



ACKNOWLEDGMENT OF
2020/2021 FISCAL YEAR
LEGAL SERVICES BILLING RATES

Partner	\$295 - \$315
Senior Associate	\$280
Associate	\$200 - \$260
Paralegal	\$140 - \$165
Of Counsel	\$295

Please acknowledge receipt of Kingsley Bogard's 2020/2021 fiscal year billing rates for legal services by signing and returning this form to:

Paul R. Gant
Kingsley Bogard LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
pgant@kblegal.us

FOR: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Date: 3-29, 2020

Signature: Penny Lauseng

Name: Penny Lauseng

Title: Assistant Supt., Business Services

XENITH

Terms and Conditions for the Sale of Goods

1. Applicability.

1.1 These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by Xenith LLC ("**Xenith**") to the entity listed on the Sales Confirmation ("**Customer**"). Xenith and Customer are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1.2 *This section has been removed for this agreement*

2. Delivery. The goods will be delivered within a reasonable time to Customer after the receipt of Customer's purchase order, subject to availability of finished Goods. Xenith shall not be liable for any delays, loss or damage in transit. Xenith may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

3. Shipping Terms. Delivery shall be made FOB (Xenith facility).

4. Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods to Customer. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Xenith a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including, without limitation, insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Michigan Uniform Commercial Code.

5. Price. Customer shall purchase the Goods from Xenith at the price (the "**Price**") set forth in the Sales Confirmation. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Xenith's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Payment Terms.

6.1 Customer shall pay interest on all late payments at the lesser of the rate of 12.0% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Xenith for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

6.2 In addition to all other remedies available under these Terms or at law (which Xenith does not waive by the exercise of any rights hereunder), if Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof, Xenith shall be entitled to do any combination of the following: (a) suspend the delivery of any Goods; (b) charge Customer's credit card; and (c) recover any Goods for which Customer is in default.

6.3 Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Xenith, whether relating to Xenith's breach, bankruptcy or otherwise.

6.4 Notwithstanding the foregoing Sections 6.1 through 6.3, in the event that Customer elects to pay to Xenith all invoiced amounts through an installment plan, and Xenith agrees to such plan, Customer shall pay to Xenith all owed amounts as set forth on Exhibit 1.

XENITH

7. Reconditioning.

7.1 Any Customer on an installment plan shall return all helmets purchased from Xenith each year to Xenith for reconditioning. The cost for reconditioning a helmet is included in the installment plan. Contact information relating to reconditioning for Customers on an installment plan is set forth on Exhibit 1.

7.2 Reconditioning is not included in the price for a Customer on a non-installment plan.

7.3 Customer will need to contract separately with Xenith or an authorized reconditioner to obtain reconditioning.

8. Helmet Warning Acknowledgement. The following Warnings provide additional information to help inform users about injury avoidance and knowing when to seek medical assistance. Customer will use reasonable efforts to inform users of these Warnings.

8.1 **WARNING:** Before use of this helmet, user should read all accompanying literature and view the CD on proper use and injury avoidance. **NO HELMET CAN PREVENT SERIOUS HEAD OR NECK INJURIES INCLUDING BRAIN INJURY FROM A CONCUSSION WHICH A PLAYER COULD RECEIVE WHILE PLAYING FOOTBALL.** To reduce the risk of head or neck injury while playing football, keep your head in an upright position and do not use this helmet to butt, ram or spear any player. Such use is in violation of NCAA and NFL football rules and can result in severe head or neck injuries, including but not limited to injury, paralysis or death, to you and/or an opponent. You should immediately report any of the following symptoms to your coach, trainer, parents and/or doctor: loss of consciousness or memory, dizziness, headache, neck or spine pain, nausea or confusion. Stop all sports activities until all symptoms are gone and you have received written medical clearance. Ignoring this warning may lead to additional and more serious or fatal brain or neck injury.

8.2 Removal of any Warning Label on this helmet will void that helmet's warranty and any indemnification or contribution right that may exist. For more information, visit www.xenith.com.

8.3 Shock Absorber Alteration Warning. Xenith uses several types of shock absorbers in every helmet. Each type of shock absorber is designed differently and strategically placed in the interior liner to achieve the desired performance. **Shock absorbers should not be interchanged or swapped from one location to another.** Altering the shock absorber configuration could result in adversely affecting the performance of the helmet. Xenith disclaims any responsibility or liability resulting from unauthorized alteration of the shock absorber configuration. You may only replace worn or damaged jaw and crown shock absorbers with identical Xenith replacement parts.

9. Football Helmet Warranty.

9.1 Xenith warrants helmet shells to be free from defects in material and workmanship for a period of (5) years from the date of shipment for all youth and varsity shells including the assembled liner (including the interior liner, all shock absorbers, jaw plates and hook/loop attachments); comfort pads are warranted for one (1) year only. If, during the warranty period, the helmet shell and/or liner fail in the course of normal use due to material defect, Customer, (not other parties having physical possession of the equipment) shall notify Xenith and request a return authorization. The defective unit shall then be returned to Xenith's repair center by Customer, freight prepaid, with a failure report along with the place and dates of reconditioning. It will either be repaired or replaced, at Xenith's option, and returned to Customer or its designate, freight prepaid. Duties, tariffs and transportation insurance associated with such return shall be Customer's responsibility. The foregoing warranty shall not apply to defects resulting from: 1) Improper or inadequate maintenance by Customer; or, 2) Unauthorized modification, misuse or accidents.

9.2 Customer may replace worn components (facemasks, facemask clips, snap buckles, chin straps, chin cups) with only Xenith approved replacement parts. Customer shall inform users that Xenith recommends: 1) annual reconditioning of each helmet by a Xenith authorized

XENITH

reconditioner and that failure to do so may adversely affect the performance of the helmet; 2) that helmets be retired from service not later than ten (10) years after initial use; and 3) that shock absorbers should never be swapped from its original location to another within the interior liner (see Shock Absorber Alteration Warning below.) This Warranty shall be void as a result of any of the following:

- (a) Repairs or alterations made to a helmet which modify or alter the helmet including the removal of any warning labels.
- (b) Use of helmet replacement parts other than Xenith approved replacement parts.
- (c) The application of any unapproved device or material to the helmet.
- (d) Failure to use a Xenith authorized helmet reconditioner. (A list of authorized reconditioners as of the Effective Date is attached to this Agreement; an updated list may be obtained from Xenith's customer service department or at www.xenith.com.)
- (e) Failure to recondition the helmet at least once every two (2) years.

9.3 Warranty Exclusions. Except as noted, the following components are not warranted: chin pieces, low and high chin straps, snap buckles, facemasks, facemask clips, and fastening hardware including but not limited to T-nuts, screws and snaps. Notwithstanding the foregoing, Xenith warrants the Hybrid strap and chin cup assemblies for one (1) year.

9.4 XENITH PROTECTIVE GEAR. Xenith warrants body protective gear to be free from defects in material and workmanship for a period of two (2) years from date of shipment. If, during the warranty period, the protective item fails in the course of normal use due to material defect, Customer, (not other parties having physical possession of the equipment) shall notify Xenith and request a return authorization. The defective unit shall then be returned to Xenith's repair center by Customer, freight prepaid, with a failure report. It will either be repaired or replaced, at Xenith's option, and returned to Customer or its designate, freight prepaid. Duties, tariffs and transportation insurance associated with such return shall be Customer's responsibility. The foregoing warranty shall not apply to defects resulting from: 1) Improper or inadequate maintenance by Customer; or, 2) Unauthorized modification, misuse or accidents.

9.5 DISCLAIMER AND LIMITATION OF LIABILITY. The warranties provided herein are the exclusive warranties given by Xenith and supersede any prior, contrary or additional representations and warranties, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO ANY PRODUCTS OR PARTS DESCRIBED ABOVE ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE FOR THOSE SAME PRODUCTS OR PARTS. XENITH DISCLAIMS AND EXCLUDES THOSE WARRANTIES THEREAFTER. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. EXCEPT AS PROVIDED HEREIN, XENITH SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER AND/OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY PRODUCTS SOLD OR FURNISHED BY XENITH, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER DUE TO IMPROPER OR PROPER USE OR FOR ANY OTHER CLAIM BY ANY PERSON OR ENTITY AGAINST THE PURCHASER AND/OR ANY OTHER PERSON OR ENTITY ARISING FROM USE OF THE HELMET.

9.6 Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Sections 9 and 9.4. For the avoidance of doubt, **XENITH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR**

XENITH

A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. Returns and Exchanges

10.1 All return requests for new, unused product must be preapproved by Xenith prior to products being returned. All returns are subject to a 20% restocking fee. Customer has 30 days from date of shipment to request a Return Authorization (RA). If product is returned to Xenith without prior authorization, credit will not be issued and merchandise will be returned to sender. Once returned product is received by Xenith, it will be evaluated and credit amount will be determined. Please allow 5-7 business days from the date returned product is received by Xenith. Xenith will not accept used or damaged product for credit. Custom painted helmets cannot be returned. All returned product is subject to denial if deemed a violation to these return guidelines. For Exchanges, all returning product must be received and inspected by Xenith prior to a credit being released to the customer. If new product is being shipped to the customer, a new order will be entered and will require a new transaction. Customer will be responsible for all shipping costs for the returned product, as well as the shipping cost on the new shipment. Shipping charges on the original shipment will not be refunded. If the return is necessary due to Xenith error, Xenith will provide a prepaid shipping label for the returned product, and cover the shipping costs on the new shipment.

10.2 To request a return or exchange, please contact Xenith Customer Service at 866-888-2322 or cs@xenith.com. Please include your original order number, invoice number, and/or Purchase Order number, as well as the details of your return or exchange. If product return or exchange request includes helmets, please include serial number of helmet. The serial number can be found on a sticker inside.

11. Customer Obligations. Customer agrees to use reasonable best efforts to protect the health and safety of the athletes who will be using Xenith helmets and protective products including but not limited to the following:

11.1 Providing the helmet users, coaches, equipment managers, trainers and others associated with training activities ("Helmet Users") with appropriate warnings about the risks relating to improper helmet use and the risks of head and neck injuries inherent in football activities, including the risk that NO HELMET CAN GUARANTEE PREVENTION OF SERIOUS BRAIN AND/OR NECK INJURIES, INCLUDING PARALYSIS OR DEATH, WHICH MAY OCCUR AS A RESULT OF PLAYING FOOTBALL;

11.2 Making available training to helmet users with respect to the proper use, fit, attachment and handling of the helmet and ensuring that all instructions provided by Xenith regarding such are included with each helmet sold;

11.3 Providing training to helmet users with respect to the most effective techniques to reduce the risk of head and neck injuries while using the helmet.

Customer acknowledges that the football helmets and protective gear have one or more warning labels affixed to the inside and/or outside of the shell ("Warning Label"). Customer agrees to use reasonable efforts to prevent removal of such Warning Labels.

12. Insurance. During the term of this Agreement and for a reasonable period thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a commercially reasonable amount with financially sound and reputable insurers. Upon Xenith's request, Customer shall provide Xenith with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Xenith as an additional insured. Customer shall provide Xenith with 15 days' advance written notice in the event

XENITH

of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Xenith's insurers and Xenith.

13. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. Xenith may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

14. Termination. In addition to any remedies that may be provided under these Terms, Xenith may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver. No waiver by Xenith of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Xenith. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Xenith, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Xenith to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Xenith in writing. Upon Xenith's request, Customer shall promptly return all documents and other materials received from Xenith. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Xenith shall be entitled to injunctive relief for any violation of this Section.

17. Force Majeure. Xenith shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Xenith including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Xenith. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon

XENITH

any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in Wayne County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following: Sections 5 (Price), 6 (Payment Terms), 12 (Insurance), 13 (Compliance with Law), 16 (Confidential Information), 21 (Governing Law), 22 (Submission to Jurisdiction) and 26 (Survival).

XENITH**EXHIBIT 1****XENITH STACK PROGRAM**

1. Payment of the Installment Amount. **Marysville High School** (or by any other name by which the party may be titled) shall pay yearly amount due for Products purchased by Marysville High School (each, an "Installment Amount") in accordance with the following schedule (the "Payment Schedule"). Each such date on which the Installment Amount is payable regardless of whether an invoice is issued is hereafter referred to as a "Payment Date"):

	Amount Date	Amount Due*	Total Amount Outstanding After Payment
Year 1 Installment	7/31/2021	\$5,450.00	\$21,800.00
Year 2 Installment	7/31/2022	\$5,450.00	\$16,350.00
Year 3 Installment	7/31/2023	\$5,450.00	\$10,900.00
Year 4 Installment	7/31/2024	\$5,450.00	\$5,450.00
Year 5 Installment	7/31/2025	\$5,450.00	\$0.00

Total Contract Liability**\$27,250.00**

*Includes reconditioning service for Years 2, 3, 4 and 5. Does not include sales tax if applicable.

2. Notwithstanding Section 1 of this Exhibit 1 above, the entire Installment Amount will become due thirty (30) days after Marysville High School fails to pay the full amount due on or before any of the dates set forth above. In the event that Marysville High School fails to pay the full amount due, Xenith shall charge the full amount due to the Marysville High School bank account or credit card.

3. If Marysville High School is paying with a credit card a Xenith representative will reach out to the customer to collect the necessary card information.

XENITHEXHIBIT 1 (cont.)**XENITH**

Quote Date: 2/18/2021
 Customer Name: MARYSVILLE HIGH SCHOOL
 Quote Number: Q-12284

QUOTE FOR XENITH STACK PROGRAM			
Product	Quantity	Quoted Price	Quoted Total
Shadow Varsity	30	\$ 105.00	\$ 3,150.00
Series 2 Matte Black	30	\$ 10.00	\$ 300.00
X2E+ Varsity	20	\$ 90.00	\$ 1,800.00
Series 2 Matte Black	20	\$ 10.00	\$ 200.00
*RECONDITIONING INCLUDED IN PRICE ABOVE			\$ -
*SHIPPING COSTS INCLUDED IN PRICE ABOVE			\$ -
Total Helmets	50		
		Annual Payment:	\$ 5,450.00

XENITH IS PLEASED TO PRESENT THIS EXCLUSIVE QUOTE TO MARYSVILLE HIGH SCHOOL!!

XENITH STACK PROGRAM OVERVIEW

- Xenith Stack term is for 5 years
- Year 1: Delivery of new helmets
- Years 2-5: Reconditioning of helmets every year
- During the 5 years Xenith will service the helmets at no cost to the MARYSVILLE HIGH SCHOOL
- At the end of 5 years MARYSVILLE HIGH SCHOOL can keep their helmets or turn them in to receive new helmets under the terms defined for the Xenith Stack Program at that time

PAYMENT/PRICING

- Year 1 will need to be prepaid and Years 2-5 will be billed annually at Net 30 terms
- Annual billings will be at the prices defined above on an annual date agreed upon by both parties
- Sales tax is not included above and will be included on your order if your organization is not tax exempt

Penny Lauseng
 Signature 1

 Signature 2

Penny Lauseng
 Printed Name

 Printed Name

ASST. Supt. of Business Services
 Title

 Title

(313) 745-6115
 Phone Number

()
 Phone Number

3/29/21
 Date

 Date



Extended Billing

If a purchase order cannot be sent until your organization's next budget, Xenith will fulfill your order in the current fiscal year, and offer extended payment terms. In this case, the above quote MUST be signed in its place, thus agreeing to our terms & conditions. Please fill out the below information regarding the future purchase order:

What date does the next budget open? TBD

When will copy of purchase order be available for release? TBD

What number would you like to use for the purchase order? TBD

Please note, this number will appear on all invoices, shipping documents, & labels

I acknowledge the above information of the purchase order to be accurate, and acknowledge the stipulations/definitions of extended billing:

Signature Penny Lauseng

Name Penny Lauseng

Title ASST. Supt. of Business Services

Date 3-28-21



March 10, 2021

Marysville Joint Unified School District
Penny Lauseng, Assistant Superintendent, Business Services
1919 B Street
Marysville, CA 95901

RE: Development Mitigation Strategies

Dear Ms Lauseng,

Thank you for the opportunity to provide a proposal to assist the district with developer fee planning and strategies to mitigate growth. With over 35 years of planning, building, and maintaining public schools in California, you can feel confident that a thorough and effective review will be provided to the administration and Board of Trustees. This will allow the Board to make effective, data-based decisions.

To effectively conduct this review and develop a strategy, it will be important to review the history of collection of fees, including review of any Alternative Fee Study and/or School Facility Needs Analysis. Additionally, meeting with city and county planners to gather information regarding tentative growth projections will be necessary.

Deliverables will include:

1. Individual assessment of fees per project
2. Mitigation strategies in lieu of developer fees
3. Appropriate use of funds
4. Analyzing potential growth and the impact on school capacity
5. Recommendations on facility projects to adequately house students

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Business Services Department

Approval: PZ

Date: 3.30.21



Proposal

Work to be performed and billed at completion at \$125 per hour not to exceed \$10,000 plus reimbursables authorized by district.

Again, thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Dixon".

Joe Dixon, President

Penny Lauseng-MJUSD
Asst. Supt of Business Services



Training Services Licensed Training Provider Agreement

Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and Marysville Joint Unified School District (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are (i) either employees or volunteers of LTP, and (ii) are also Red Cross-certified instructors in good standing ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses") at the locations designated in Appendix C.

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to solicit, deliver services and provide program support within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class"), and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Obtain and maintain adequate insurance to cover its performance, and the performance of its employees, volunteers, and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; Access to Red Cross LMS and CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



**American
Red Cross**

Training Services Licensed Training Provider Agreement

- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means either authorized or directed by Red Cross.
- 2.3. Red Cross will provide LTP with access to the LMS and an authorized means of digitally downloading and printing Course completion certificates in a form determined by Red Cross. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.

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Training Services Licensed Training Provider Agreement

5. Fees and Invoicing.

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per student fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collections agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to Red Cross's issuance of Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of a LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
 25688 Network Place
 Chicago, IL 60673-1256
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.

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Red Cross**

Training Services Licensed Training Provider Agreement

5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

6. **Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.

7. **Confidentiality.** Except as required by applicable law or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.

8. **Intellectual Property.**

8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").

8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.

8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.

8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. **Miscellaneous.**

9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

9.3 Assignment. Neither Party's rights under this Agreement may be assigned, or its obligations delegated, in whole or in part, without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing will be null and void.

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**American
Red Cross**

**Training Services
Licensed Training Provider Agreement**

9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

10. Entire Agreement; Modifications and Waivers. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Marysville Joint Unified School District	The American National Red Cross
LTP Signature: 	Red Cross Signature: 
Name: Brian Horn	Name: Michael Carr
Title: Director of Purchasing	Title: Sales Representative
Date: 3/23/2021	Date: 3/15/2021



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**Training Services
Licensed Training Provider Agreement**

**Licensed Training Provider Agreement
Appendix A – Contact Information**

Licensed Training Provider (LTP) Information

LTP: Marysville Joint Unified School District

LTP Address: 1919 B Street

LTP Fax:

Marysville CA 95901

LTP Account Number: 05052-MARY002

LTP Contact: Ronald Phillips

LTP Contact Email: rphillips@mjud.k12.ca.us

LTP Contact Phone: (530) 370-0866

Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Kricia Ames

LTP Billing Contact Phone: (530) 749-6112

Extension:

LTP Billing Contact Email: kames@mjud.k12.ca.us

LTP Billing Address: 1919 B Street

Marysville

CA

95901

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross Strategic Account Executive

Name: Michael Carr

Phone: (800) 567-1474

Ext.: 582211

Email: michael.carr@redcross.org

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Training Services
Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)
AP/LTP-Basic Life Support
AP/LTP-Bloodborne Pathogens
AP/LTP-CPR/AED for the Prof Rescuer
AP/LTP-Emer Medical Response
AP/LTP-FA/CPR/AED
AP/LTP-FA/CPR/AED Add-Ons

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment	Preferred Payment Type	Invoice
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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM	Price
AP/LTP-FA/CPR/AED	AP-HSSBBP101-OL	Bloodborne Pathogens-OL	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSCPR101	Hands-Only CPR	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSPFA201-OL	Cat and Dog First Aid-OL	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA099-OL	Psychological First Aid: Supporting Yourself & Others During COVID-19 Online AP	Each	10.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101	First Aid	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-OL	Returning to Work During COVID-19: Safe Work Practices Online for AP	Each	10.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101C	First Aid Challenge	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101R	First Aid Review	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102	Adult CPR	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102C	Adult CPR Challenge	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102R	Adult CPR Review	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103	Child CPR	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103C	Child CPR Challenge	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103R	Child CPR Review	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104	Infant CPR	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104C	Infant CPR Challenge	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R	Infant CPR Review	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105	Adult AED	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C	Adult AED Challenge	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R	Adult AED Review	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106	Child AED	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C	Child AED Challenge	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R	Child AED Review	Each	15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107	Adult CPR/AED	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C	Adult CPR/AED Challenge	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R	Adult CPR/AED Review	Each	24.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM Price
AP/LTP-FA/CPR/AED	AP-HSSSFA108	Child CPR/AED	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C	Child CPR/AED Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R	Child CPR/AED Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111	First Aid and Bloodborne Pathogens	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C	First Aid and Bloodborne Pathogens Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R	First Aid and Bloodborne Pathogens Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112	Adult CPR and Bloodborne Pathogens	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C	Adult CPR and Bloodborne Pathogens Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R	Adult CPR and Bloodborne Pathogens Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117	Adult CPR/AED and Bloodborne Pathogens	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C	Adult CPR/AED and Bloodborne Pathogens Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R	Adult CPR/AED and Bloodborne Pathogens Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121	First Aid and Asthma Inhaler	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C	First Aid and Asthma Inhaler Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R	First Aid and Asthma Inhaler Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122	Adult CPR and Asthma Inhaler	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C	Adult CPR and Asthma Inhaler Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R	Adult CPR and Asthma Inhaler Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127	Adult CPR/AED and Asthma Inhaler	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127C	Adult CPR/AED and Asthma Inhaler Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127R	Adult CPR/AED and Asthma Inhaler Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131C	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131R	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132C	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132R	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each 24.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM Price
AP/LTP-FA/CPR/AED	AP-HSSSFA137C	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137R	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147	Adult CPR/AED and Administering Emergency Oxygen	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147C	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R	Adult CPR/AED and Administering Emergency Oxygen Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151	First Aid and BBP and Asthma and Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C	First Aid and BBP and Asthma and Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R	First Aid and BBP and Asthma and Epi and AEO Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152	Adult CPR with BBP, Asthma, Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R	Adult CPR with BBP, Asthma, Epi and AEO Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157R	Adult CPR/AED with Bloodborne Pathogens, Asthma Inhaler, Anaphylaxis/Epinephrine	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201	Adult and Child CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C	Adult and Child CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R	Adult and Child CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202	Adult and Infant CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202C	Adult and Infant CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202R	Adult and Infant CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203	Pediatric CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203C	Pediatric CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203R	Pediatric CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204	Adult and Child AED	Each 15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204C	Adult and Child AED Challenge	Each 15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204R	Adult and Child AED Review	Each 15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205	Adult CPR/AED and Child CPR	Each 24.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA205C	Adult CPR/AED and Child CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205R	Adult CPR/AED and Child CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206	Adult CPR/AED and Infant CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206C	Adult CPR/AED and Infant CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206R	Adult CPR/AED and Infant CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207	Pediatric CPR/AED	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207C	Pediatric CPR/AED Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207R	Pediatric CPR/AED Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208	Adult and Child CPR/AED	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208C	Adult and Child CPR/AED Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208R	Adult and Child CPR/AED Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA213	Pediatric CPR with Bloodborne Pathogens	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA221	Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi Auto-Injector	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301	Adult and Pediatric CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301C	Adult and Pediatric CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301R	Adult and Pediatric CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302	Adult CPR/AED with Pediatric CPR	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302C	Adult CPR/AED with Pediatric CPR Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302R	Adult CPR/AED and Pediatric CPR Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303	Adult and Pediatric CPR/AED	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303C	Adult and Pediatric CPR/AED Challenge	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303R	Adult and Pediatric CPR/AED Review	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA304	Adult and Pediatric CPR/AED with Asthma Inhaler and Anaphylaxis/Epinephrine Auto	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401	Adult First Aid/CPR	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401C	Adult First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401R	Adult First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402	Child First Aid/CPR	Each 33.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA402C	Child First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402R	Child First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403	Infant First Aid/CPR	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403C	Infant First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403R	Infant First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404	Adult First Aid/CPR/AED	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404C	Adult First Aid/CPR/AED Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404R	Adult First Aid/CPR/AED Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405	Child First Aid/CPR/AED	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405C	Child First Aid/CPR/AED Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405R	Child First Aid/CPR/AED Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406	Adult and Child CPR/First Aid	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406C	Adult and Child CPR/First Aid Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406R	Adult and Child CPR/First Aid Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407	Adult and Infant First Aid/CPR	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407C	Adult and Infant First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407R	Adult and Infant First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408	Pediatric First Aid/CPR	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408C	Pediatric First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408R	Pediatric First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409	Adult CPR/AED, Child CPR and First Aid	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409C	Adult CPR/AED, Child CPR and First Aid Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409R	Adult CPR/AED, Child CPR and First Aid Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410	Adult CPR/AED, Infant CPR and First Aid	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410C	Adult CPR/AED, Infant CPR and First Aid Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410R	Adult CPR/AED, Infant CPR and First Aid Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411	Pediatric First Aid/CPR/AED	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411C	Pediatric First Aid/CPR/AED Challenge	Each 32.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA411R	Pediatric First Aid/CPR/AED Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412	Adult and Child First Aid/CPR/AED	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412C	Adult and Child First Aid/CPR/AED Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412R	Adult and Child First Aid/CPR/AED Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413	Adult and Pediatric First Aid/CPR	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413C	Adult and Pediatric First Aid/CPR Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413R	Adult and Pediatric First Aid/CPR Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414	Adult CPR/AED, Pediatric CPR and First Aid	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414C	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414R	Adult CPR/AED, Pediatric CPR and First Aid Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415C	Adult and Pediatric First Aid/CPR/AED Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415R	Adult and Pediatric First Aid/CPR/AED Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416C	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416R	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417	Adult First Aid/CPR and Bloodborne Pathogens	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417C	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417R	Adult First Aid/CPR and Bloodborne Pathogens Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418C	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418R	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419C	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419R	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420C	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420R	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each 40.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA421	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-BL	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421C	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R	Adult and Pediatric First Aid/CPR/AED and Asthma Inhaler Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427	Adult First Aid/CPR and Asthma Inhaler	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C	Adult First Aid/CPR and Asthma Inhaler Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R	Adult First Aid/CPR and Asthma Inhaler Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428	Adult First Aid/CPR/AED and Asthma Inhaler	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C	Adult First Aid/CPR/AED and Asthma Inhaler Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R	Adult First Aid/CPR/AED and Asthma Inhaler Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Inje	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C	Adult and Pediatric First Aid/CPR/AED with Epi Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Inje	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438C	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each 40.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA446C	Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447	Adult First Aid/CPR and Administering Emergency Oxygen	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457R	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each 40.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA466	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL	Adult CPR/AED Online-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA506-OL	First Aid Online Only-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each 15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510-BL	First Aid-BL	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510BBP-BL	First Aid and Bloodborne Pathogens-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511-BL	Adult CPR/AED-BL	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511BBP-BL	Adult CPR/AED and Bloodborne Pathogens-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512-BL	Pediatric CPR/AED-BL	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512BBP-BL	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513-BL	Adult and Pediatric CPR/AED - BL	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513BBP-BL	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514-BL	Adult First Aid/CPR/AED-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514BBP-BL	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515-BL	Pediatric First Aid/CPR/AED-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515BBP-BL	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516-BL	Adult and Pediatric First Aid/CPR/AED-BL	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516BBP-BL	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each 15.00
AP/LTP-FA/CPR/AED	AP-HSSSFA702-OL	Adult First Aid/CPR/AED Online-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA703-OL	Child and Baby First Aid/CPR/AED Online-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA704-OL	Adult, Child and Baby First Aid/CPR/AED Online-OL for AP	Each 18.00

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AP/LTP-FA/CPR/AED	AP-HSSSFA710	1 Year Provisional First Aid Skill Session	Each 6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA710-OL	1 Year Online Provisional First Aid-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711	1 Year Provisional Adult CPR/AED Skill Session	Each 6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711-OL	1 Year Online Provisional Adult CPR/AED-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713	1 Year Provisional Adult and Pediatric CPR/AED Skill Session	Each 6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-OL	1 Year Online Provisional Adult and Pediatric CPR/AED-OL	Each 18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714	1 Year Provisional Adult First Aid/CPR/AED Skill Session	Each 11.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714-OL	1 Year Online Provisional Adult First Aid/CPR/AED-OL	Each 21.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716	1 Year Provisional Adult and Pediatric First Aid/CPR/AED Skill Session	Each 11.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716-OL	1 Year Online Provisional Adult and Pediatric First Aid/CPR/AED Skill Session	Each 21.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each 40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA801-BL	First Aid/CPR/AED Instructor-BL	Each 39.00
AP/LTP-FA/CPR/AED	AP-HSSSFA803-BL	Adult and Pediatric CPR/AED with Virtual Skills	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA810-BL	First Aid with Virtual Skills	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA811-BL	Adult CPR/AED with Virtual Skills	Each 24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA814-BL	Adult First Aid/CPR/AED with Virtual Skills	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSFA816-BL	Adult and Pediatric First Aid/CPR/AED with Virtual Skills	Each 32.00
AP/LTP-FA/CPR/AED	AP-HSSSST201-OL	First Aid, Health and Safety for Coaches-OL	Each 28.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA501	Anaphylaxis and Epinephrine Auto-Injector	Each 12.00
AP/LTP-FA/CPR/AED Add-Ons	AP-HSSSFA502	Asthma Inhaler Training	Each 12.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101	CPR/AED for the Professional Rescuer	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL	CPR/AED for Professional Rescuers-BL	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C	CPR/AED for Professional Rescuers Challenge	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R	CPR/AED for Professional Rescuers Review	Each 32.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM	Price
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C	CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R	CPR/AED for Professional Rescuers with AEO and First Aid Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R	CPR/AED for Professional Rescuers and Bloodborne Pathogens Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid	Each	32.00
AP/LTP-CPR/AED for the Prof		CPR/AED for Professional Rescuers and Responding to Emergencies First		

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM Price
Rescuer	AP-HSSPRO201C	Aid Challe	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Review	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202	CPR/AED for Professional Rescuers with Administering Emergency Oxygen	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle (Includes	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301c	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review	Each 40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C	CPR/AED for Professional Rescuers with First Aid Challenge	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R	CPR/AED for Professional Rescuers with First Aid Review	Each 32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each 32.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM	Price
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403	CPR/AED for Professional Rescuers with First Aid and BBP	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R	CPR/AED for Professional Rescuers with First Aid and BBP Review	Each	32.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO801-BL	CPR/AED for Professional Rescuers Instructor-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO821-BL	CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-BL	Each	40.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101	Bloodborne Pathogens Training	Each	15.00
AP/LTP-Basic Life Support	AP-HSSBLS101 r.19	Basic Life Support	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101-BL v2019	Basic Life Support-BL	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.19-OL-PROV	Provisional Certification Basic Life Support Online	Each	24.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.19-SKILL-PROV	Provisional Certification Basic Life Support Skill Session	Each	0.00
AP/LTP-Basic Life Support	AP-HSSBLS101C r.19	Basic Life Support Challenge	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS101R r.19	Basic Life Support Review	Each	23.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.19	Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.19-BL	Advanced Life Support-BL	Each	99.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.19-OL-PROV	Provisional Certification Advanced Life Support Online	Each	99.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.19-SKILL-PROV	Provisional Certification Advanced Life Support Skills Session	Each	0.00
AP/LTP-Basic Life Support	AP-HSSBLS110C-r.19	Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110R-r.19	Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.19	Pediatric Advanced Life Support	Each	29.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM Price
AP/LTP-Basic Life Support	AP-HSSBLS120-r.19-BL	Pediatric Advanced Life Support-BL	Each 99.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.19-OL-PROV	Provisional Certification Pediatric Advanced Life Support Online	Each 99.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.19-SKILL-PROV	Provisional Certification Pediatric Advanced Life Support Skills Session	Each 0.00
AP/LTP-Basic Life Support	AP-HSSBLS120C-r.19	Pediatric Advanced Life Support Challenge	Each 29.00
AP/LTP-Basic Life Support	AP-HSSBLS120R-r.19	Pediatric Advanced Life Support Review	Each 29.00
AP/LTP-Basic Life Support	AP-HSSBLS201 r.19	Basic Life Support with First Aid	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS201C r.19	Basic Life Support with First Aid Challenge	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS201R r.19	Basic Life Support with First Aid Review	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS202 r.19	Basic Life Support with AEO	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS202C r.19	Basic Life Support with AEO Challenge	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS202R r.19	Basic Life Support with AEO Review	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS203 r.19	Basic Life Support with BBP	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS203C r.19	Basic Life Support with BBP Challenge	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS203R r.19	Basic Life Support with BBP Review	Each 28.00
AP/LTP-Basic Life Support	AP-HSSBLS204 r.19	Basic Life Support and Responding to Emergencies First Aid	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS204C r.19	Basic Life Support and Responding to Emergencies First Aid Challenge	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS204R r.19	Basic Life Support and Responding to Emergencies First Aid Review	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS301 r.19	Basic Life Support with AEO and BBP	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS301C r.19	Basic Life Support with AEO and BBP Challenge	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS301R r.19	Basic Life Support with AEO and BBP Review	Each 33.00
AP/LTP-Basic Life Support	AP-HSSBLS302 r.19	Basic Life Support and First Aid with AEO	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS302C r.19	Basic Life Support and First Aid with AEO Challenge	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS302R r.19	Basic Life Support and First Aid with AEO Review	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS303 r.19	Basic Life Support and First Aid with BBP	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS303C r.19	Basic Life Support and First Aid with BBP Challenge	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS303R r.19	Basic Life Support and First Aid with BBP Review	Each 38.00
AP/LTP-Basic Life Support	AP-HSSBLS401 r.19	Basic Life Support and First Aid with AEO and BBP	Each 43.00
AP/LTP-Basic Life Support	AP-HSSBLS401C r.19	Basic Life Support and First Aid with AEO and BBP Challenge	Each 43.00

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American Red Cross
Training Services

Price List

Marysville Joint Unified
PG-0000104452

Price List	SKU	Product	UOM	Price
AP/LTP-Basic Life Support	AP-HSSBLS401R	Basic Life Support and First Aid with AEO and BBP Review	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS401R r.19	Basic Life Support and First Aid with AEO and BBP Review	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS801 r.19-BL	Basic Life Support Instructor-BL	Each	37.00
AP/LTP-Basic Life Support	AP-HSSBLS802BL-r.19	Advanced Life Support Instructor-BL	Each	35.00
AP/LTP-Basic Life Support	AP-HSSBLS803BL-r.19	Pediatric Advanced Life Support Instructor-BL	Each	35.00
AP/LTP-Emer Medical Response	AP-HSSPRO103	Emergency Medical Response (includes BLS, AEO and BBP)	Each	40.00
AP/LTP-Emer Medical Response	AP-HSSPRO103C	Emergency Medical Response Challenge (includes BLS, AEO and BBP)	Each	40.00
AP/LTP-Emer Medical Response	AP-HSSPRO103R	Emergency Medical Response Review (includes BLS, AEO and BBP)	Each	40.00
AP/LTP-Emer Medical Response	AP-HSSPRO501	Emergency Medical Responder with Asthma and Epi (includes BLS, AEO and BBP)	Each	40.00
AP/LTP-Emer Medical Response	AP-HSSPRO501C	Emergency Medical Responder with Asthma and Epi Challenge, BLS, AEO and BBP	Each	32.00
AP/LTP-Emer Medical Response	AP-HSSPRO501R	Emergency Medical Responder with Asthma and Epi Review, BLS, AEO and BBP	Each	32.00
AP/LTP-Emer Medical Response	AP-HSSPRO805-BL	Emergency Medical Response Instructor-BL	Each	39.00

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Training Services Licensed Training Provider Agreement

Appendix C – Entities/Locations Covered by Agreement

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

☒ All Domestic Locations (additional legal entity names must be listed)

☐ Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Account Number
Example: Name: ABC Mid Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: sally.safety@abc.com Phone: 800-555-1212	Regional Distribution Center	ABC1231542
Name: Address: Contact: Email: Phone:	Relationship:	Account Number:
Name: Address: Contact: Email: Phone:	Relationship:	Account Number:
Name: Address: Contact: Email: Phone:	Relationship:	Account Number:
Name: Address: Contact: Email: Phone:	Relationship:	Account Number:

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**Amendment to Agreement with Rich Valentini
for Consultant Services at MCAA for the 2020-21 School Year**

Both Parties agree this amendment to the agreement for consultant services at MCAA for the 2020-21 school year will be increased by an additional 17 services days.

The Board approved the agreement on 9/22/20 for 50 service days in the amount of \$8,176.

The funding will be increased from \$8,176 to \$10,080 for the additional 17 service days.


The added scope is in order to assist with low performing students during the remainder of the school year. The agreement was originally funded using Site Discretionary funds but the additional 17 service days will be funded by the Low Performing Student Block Grant and Site Discretionary Funds.

Contractor Name: **Rich Valentini**

Contractor Signature:  Date: 4/16/2021

District Acceptance: _____ Date: _____
Penny Lauseng, Assistant Superintendent of Business Services

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Business Services Department
Approval: 
Date: 4.18.21

**Amendment to Agreement with John Pimentel
for Consultant Services at MCAA for the 2020-21 School Year**

Both Parties agree this amendment to the agreement for consultant services at MCAA for the 2020-21 school year will be increased by an additional 24 services days.

The Board approved the agreement on 7/21/20 for 94 service days in the amount of \$15,792.20.

The funding will be increased from \$15,792.20 to \$21,168.20 for the additional 24 service days.

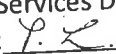
The added scope is in order to assist with low performing students during the remainder of the school year and the summer bridge.

Contractor Name: **John Pimentel**

Contractor Signature:  Date: April 16, 2021

District Acceptance: _____ Date: _____
Penny Lauseng, Assistant Superintendent of Business Services

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Business Services Department
Approval: 
Date: 4.19.21



Date: 4/15/2021
 Order Number: Q-331709
 Revision: 3
 Order Form Expiration Date: 6/24/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
 To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 226630
 Customer Name: Marysville Joint Unif Sch Dist
 Billing Address: 1919 B St
 Marysville, CA 95901-3798

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Courseware: Comprehensive Library (Legacy) - Program License	75	**	**	12	\$7,874.25
Exact Path: Math Library - Program License	25	**	**	12	\$617.00
Exact Path: ELA + Reading Library - Program License	10	**	**	12	\$246.80
Exact Path: Core Library - Program License	25	**	**	12	\$987.25
Courseware Elevate Virtual Package	1	**	**	12	\$1,500.00

Subtotal:	\$11,225.30
Estimated Tax:	\$0.00
Total US Funds:	\$11,225.30

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to

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Date: 4/15/2021
Order Number: Q-331709
Revision: 3
Order Form Expiration Date: 6/24/2021

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Penny Lausen
Title: Asst. Supt. of Business Services
Date:

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Date: 4/15/2021
Order Number: Q-331709
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Order Form Expiration Date: 6/24/2021

ORDER FORM

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Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Foundational Skills Instruction will be available for delivery starting June 1, 2021.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.

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Date: 4/15/2021
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- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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Park
DeLong^{INC}**
SCHOOL FACILITY CONSULTING

**SCHOOL FACILITIES
GRANT AND CONSULTING SERVICES
PROPOSAL**

for the

**MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT**

March 2021

1722 J St, Suite 224
Sacramento, CA 95811

Phone: 916.400.3899

www.hpdschools.com

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Business Services Department
Approval: P. Leung
Date: 4.13.21

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BACKGROUND & EXPERIENCE

Hancock Park & DeLong, Inc. (HP&D) is a small, boutique firm focused solely on helping California school districts and other clients engaged in school facilities understand and access state, federal, and other funding programs. We have no other services or commitments—largely because we believe it is critical for the benefit and fiduciary responsibility of public school districts to keep the services of construction management, architectural design, and/or other financial decisions independent from state eligibility and funding assistance to ensure there aren't any conflict of interest issues. The sole principal of HP&D (Mr. Hancock and Ms. Park have retired) and our two Associates bring a combined 35 years of service in both the public and private-sector in the school facility funding arena. And because HP&D is a small firm, clients will be working directly with the principal or associates of the firm.

Our record of success on behalf of our clients is clear as we have garnered approval for over \$1.1 billion in school facility grant funding and avoided the return of millions of state grant funding through successful negotiations with the Office of Public School Construction and formal appeals to the State Allocation Board:

- ✦ Over \$650 million in New Construction, Modernization and Seismic Mitigation Program Funding
- ✦ Over \$380 million of the total of \$800 million available statewide for the Emergency Repair Program
- ✦ Over \$50 million in Charter School Facilities Program grants
- ✦ \$57 million in Overcrowding Relief Grants
- ✦ \$15 million respectively in Joint-Use and Career Technical Education Facility Program Grants

HP&D has successfully assisted clients across the state in maximizing school facility funding working not only as private consultants, but also through demonstrated and lengthy public sector employment. In a nutshell, with decades of experience as civil servants working for the Office of Public School Construction and State Allocation Board, the Principals at HP&D were all significantly involved at the executive, policy and regulatory level in creating and administering the current state facility funding programs. Members of our firm literally wrote and / or directed the writing of the majority of the regulations in effect today. We also have been directly responsible and instrumental in assisting districts in obtaining billions of dollars in school facility funding in the last 30 years as public sector employees. This background is unmatched. Our experience in the public sector gives us unique insight into the rules and regulations that drive a district's financing opportunities, thereby maximizing them to their fullest.

Our firm has been in business since 2005 and has had no litigation nor has litigation been threatened.



Christopher L. DeLong, Principal, brings over 24 years of school facility program experience with eleven years of public sector experience at the Office of Public School Construction (OPSC) where he served in various capacities as he rose to management levels. Beginning his career with OPSC as a Project Manager, he soon was promoted to Project Management Supervisor for the Los Angeles, Riverside, Orange, San Bernardino, and San Diego counties where he was instrumental in assisting the districts with maximizing eligibility and garnering funds for the construction and modernization of school facilities.

Mr. DeLong's extensive knowledge of the state school building programs and ability to problem solve to the benefit of his school district clients earned him a position on the OPSC Senior Management Team as the Policy Manager. This important and influential position involved the management and development of official OPSC / State Allocation Board (SAB) positions on all proposed legislation that affected the various school facility programs administered by the SAB. In this capacity, he also provided technical expertise to legislative committee staff on the state school facility funding programs.

Mr. DeLong became known to the wider school construction community through his extensive participation on the SAB Implementation Committee where he directed and participated in the development and presentation of significant state policies and regulations on many diverse facilities programs such as the Overcrowding Relief Grants, Charter School Facilities, Career Technical Education Facilities, Seismic Mitigation, Emergency Repair, and Federal Renovation Programs.

In addition, Mr. DeLong was responsible for orchestrating the development of appeals and the crafting of special reports on public policy issues that were presented to the SAB.

Since his tenure at Hancock Park & DeLong, Inc., Mr. DeLong has garnered approval for over \$600 million in various School Facility Program funds and over \$350 million in Emergency Repair Program approvals for our clients working closely with the California Department of Education, Department of Toxic Substances Control, Division of the State Architect, OPSC/SAB, and other state agencies.

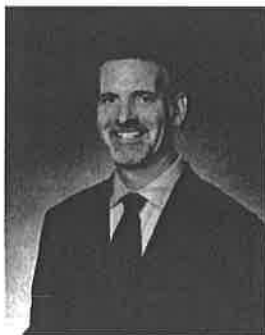
Mr. DeLong earned a Bachelor's of Science degree in Environmental Design with an emphasis in architecture from the University of California, Davis. During his studies and after graduation, he worked in the design field for UC Davis before joining the government sector.



Jessica Love, Director, has 13 years of school facilities experience, three years at HP& D and 10 years experience working as both a project manager and program analyst at the Office of Public School Construction (OPSC) where she regularly worked with client school districts to establish, adjust, and review eligibility and requests for funding in the various School Facility Programs. In addition, Ms. Love most recently worked with the Policy and Specials Team of the OPSC where she reviewed and processed facility hardship and appeal requests to the State Allocation Board.

Ms. Love also has an extensive background in the implementation of legislation and administrative regulations as she assisted in the development of the Critically Overcrowded Schools Program that was created as a result of the passage of Proposition 47 in 2002.

Ms. Love holds a Bachelor's of Science degree in Managerial Economics from the University of California at Davis.



Kelly Long, Director, has three years of school facilities experience at HP&D and 16 years of public service experience with the State of California in a broad range of grant programs, regulatory issues, and procurement. Most notably, Kelly has over five years of experience working at the OPSC where, as a School Facility Program Analyst, Kelly assisted large and small school districts across the State with eligibility determinations and funding requests for modernization and new construction. Kelly was a key participant in the development and administration of the Career Technical Education Facilities Program and routinely presented proposals to the State Allocation Board Implementation Committee. Kelly also approved requests for site acquisition, analyzed legislation, reviewed facility hardship applications, and drafted appeals to the State Allocation Board.

Mr. Long holds a Bachelor's of Science degree in Anthropology and a minor in Geography from the University of Utah.

Hancock Park & DeLong, Inc. (Consultant) can provide the following consulting services:

OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) SERVICES / PROCESSES

A. NEW CONSTRUCTION ELIGIBILITY

Establish or Update New Construction Eligibility Baseline:

- ◆ Review District-provided enrollment and site data.
- ◆ Review District-provided or research dwelling unit (housing development) information, if necessary and applicable.
- ◆ Analyze / calculate eligibility under a Districtwide basis, or High School Attendance Area Basis if it is believed that it would be more advantageous to file under this method.
- ◆ Provide 5 year and 10 year projections as permitted under and pursuant to the regulations of the State Allocation Board.
- ◆ Include analysis / review of alternative projection methods including use of approved tentative and final maps in the District's boundaries and birth rates as permitted under the regulations of the State Allocation Board.
- ◆ Prepare eligibility application(s) and supporting documentation for filing with the Office of Public School Construction (OPSC).

B. MODERNIZATION ELIGIBILITY

Establish and/or Update Modernization Eligibility Baselines

- ◆ Gather baseline eligibility data submitted to the OPSC in prior years.
- ◆ Review District-provided school construction data such as DSA A#s, square footages, and room use information.
- ◆ Review and update site specific eligibility for all school sites where eligibility is found.
- ◆ Estimate state grant eligibility.

C. APPLICATIONS FOR STATE FUNDING

Prepare applications for state grant funding:

- ◆ Confer with District to identify facility needs, develop strategies for meeting the needs, and identify state funding sources where available.
- ◆ Coordinate with architect of record and/or cost estimating consultant for their preparation and completion of site development worksheet for new schools as required by OPSC or the access compliance and fire/life safety checklist for modernization projects.
- ◆ Complete application(s) for state grants for each project.
- ◆ Coordinate with and respond to OPSC if any issues or questions arise during the review of an application.

OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) SERVICES / PROCESSES (cont.)

D. APPLICATIONS FOR FACILITY HARDSHIP FUNDING

Prepare applications for state grant funding:

- ◆ Confer with District to identify facilities with imminent health and/or safety needs.
- ◆ Coordinate and consult with District to ensure proper professional reports/assessments and governmental concurrences are completed to document and report the mitigation required on the health and/or safety issues.
- ◆ Coordinate with architect of record and/or cost estimating consultant for their preparation and completion of cost estimates, as required, to ensure mitigation costs are delineated to meet the requirements of the state.
- ◆ Prepare and complete a request for California Department of Education (CDE) plan approval for the Projects.
- ◆ Coordinate with and respond to CDE if any issues or questions arise.
- ◆ Prepare request for facility hardship funding including the cost benefit analysis, state forms, and application for funding.
- ◆ Meet with OPSC staff, if necessary, to justify the request and costs with the assistance of the Client, architect / engineer, and/or cost estimator, as needed.
- ◆ Coordinate with and respond to OPSC if any issues or questions arise during the review of an application.

E. APPLICATION FOR FINANCIAL HARDSHIP ASSISTANCE

Prepare requests for financial assistance for state match required

- ◆ Coordinate with District to compile financial statements as required.
- ◆ Coordinate submittal of application package and assist with questions raised by OPSC.

F. ACCOUNTABILITY

Prepare requests for release of grants

- ◆ Prepare requests to participate in Priorities in Funding Rounds, as necessary.
- ◆ Prepare requests for fund releases.

Completion of expenditure reports and other documents

- ◆ Review expenditure reports and worksheets as required for the reporting of project expenditures, including the Project Information Worksheet for new construction projects.
- ◆ Assist with financial and program compliance audits conducted by the OPSC or independent auditor, if requested by the District, including any formal responses necessary.

CALIFORNIA DEPARTMENT OF EDUCATION (CDE) SERVICES / PROCESSES

G. SITE AND PLAN APPROVALS

Prepare requests for site approval for any new schools or acreage added to existing sites:

- ◆ Attend site walk with CDE consultant, if needed
- ◆ Review site evaluations and reports on the condition of proposed sites conducted by third party professionals paid by the District.
- ◆ Review Department of Toxic Substances Control documents
- ◆ Prepare and complete required CDE documents to request approval of the site.
- ◆ Submit request for CDE's review and approval via CDEbox

Prepare requests for plan approval for new schools or modernized schools:

- ◆ Coordinate with architect of record to obtain necessary design development drawings for each project
- ◆ Review design development drawings and educational specifications prepared by others
- ◆ Prepare and complete required CDE documents to request approval of project plan(s)
- ◆ Submit request for CDE's review and approval via CDEbox
- ◆ Coordinate with and respond to CDE if any issues or questions arise

GOVERNMENTAL RELATIONS

H. STATE AGENCY UPDATES—Monitor, analyze and advise clients on the following:

- ◆ OPSC activities
- ◆ State Allocation Board (SAB) actions on programs, regulations, etc.
- ◆ SAB Implementation Committee actions and activities
- ◆ Proposed and approved school facility legislation

Our process to maximize funding for our clients is unmatched in the industry given our detailed and inside knowledge of the rules and regulations that govern the School Facility Program among other funding sources. While not all-inclusive, our approach is as follows:

- 1) **The end in mind**—We first seek to understand the ultimate goal of the district for its project. For example, the most obvious is maximizing grant funding from other state and federal agencies. But other important considerations are having a complete understanding of the timing of the project in terms of planning, construction, cash flow, etc. to ensure that any grant funding isn't jeopardized by being unable to meet the grant objectives and rules.
- 2) **Project scope**—It is equally important to understand the scope of the project. Simply knowing that, for example, ten classrooms need to be built is just not enough to ensure a district receives as much grant assistance as possible. It is just as important to know what exactly is planned for the project in terms of construction, who will be the beneficiaries, and what other agencies may participate in the cost or use of the project. These other considerations also drive funding opportunities.
- 3) **Reexamination of the past** —We don't assume that a district's eligibility for new construction or modernization funding was correctly completed regardless of whom may have done the analysis. We re-examine all eligibility to ensure no errors were made. By doing so, in the past we have discovered errors that cost districts millions of dollars. Luckily, we have been successful in correcting those errors to the benefit of district's future projects.
- 4) **Constant contact**—Maximizing funding is not just a one-time task. Districts constantly refine projects and many times a simple renaming of a room during the design process can adversely affect funding. We commit to keeping the lines of communication open. In addition, since state grant funding is driven partly by the project that is approved by the Department of Education, we prefer to complete the CDE plan approval process. This gives us yet another opportunity to provide input at the early stages of the design so that grant funding can be maximized.
- 5) **Explore all available avenues**—Actual funding for state grants is driven by eligibility. Eligibility can be determined many different ways that we don't overlook, including for new construction: reviewing various enrollment projections such as the use of birth rates in the county and specific district boundaries; impacts of new housing developments; alternative weighting of enrollment trends; and, alternative methods to disaggregate eligibility such as by elementary or high school attendance areas, etc. For modernization, obtaining accurate historical construction data, correct calculations of over-50 year old building eligibility and adjustments for special day classes.
- 6) **It's not just about getting the money**—After districts receive their grants, our assistance doesn't end there because you have to be able to keep the money as well. In order to retain the grants, it is very important to continue monitoring the project such as how the funds are used, meeting grant rules for disbursement of the cash, and proper reporting of expenses. Our firm can provide helpful consultation all along the way should it be needed.

PROPOSED FEE

Hancock Park & DeLong Inc. offers the following fee options for the District's consideration:

OPTION 1: FLAT FEE

[This option leaves no ambiguity or surprises as it allows the district to incorporate the known fee into its overall budget without concerns for cost overruns, is limited to the specific services requested and completed as delineated.]

SERVICE	FEE
A. Update eligibility for new construction funding on districtwide basis	\$3,500 ^[a]
Establish eligibility for new construction funding on high school attendance area basis (fee is for the two high school attendance areas)	\$7,500
B. Update modernization eligibility at a school site (fee is for each site)	\$525
C. Completion and submittal of application for modernization funding	\$3,500
Completion and submittal of application for new construction funding	\$4,500
Completion and submittal of application for Career Technical Education Facilities Program (CTEFP) funding	\$2,500
Completion and submittal of application for Full-Day Kindergarten Facilities Grant (Fee is for each application above)	\$1,500
D. Completion and submittal of application for facility hardship funding (Fee is for each application and includes Service G)	\$15,000
E. Completion and submittal of application for financial hardship assistance	\$175/hr ^[b]
F. State accountability tasks (fund release and expenditure report & audit)	\$175/hr ^[b]
G. Prepare CDE modernization and CTEFP modernization plan approval requests	\$3,000
Prepare CDE new construction and CTEFP new construction plan approval requests (Fee is for each application above)	\$5,500
H. Governmental relations—state agency updates	\$0

^[a] If the District is unable to provide specific information on the approved developments within the District's boundaries, if any, Consultant will provide these services at a rate of \$175 per hour. Data needed is copy of approved tentative and/or final maps, approval and expiration dates of maps, date permits pulled and number of permits pulled per tract map.

^[b] District agrees to pay the Consultant \$175 per hour for the services noted above. It is estimated these services would not exceed \$1,000 depending on the size of the projects and depth of state audits, if any.

OPTION 2: MONTHLY RETAINER FEE

[This option allows the district to incorporate the known fee into its overall budget without concerns for cost overruns and has no limit on the District's utilization of our services as listed whether there is one project or a dozen. In addition, Consultant will keep District apprised of relevant state activity as it relates to school facility funding.]

\$2,600 per month, 12-month minimum

ADDITIONAL COSTS

Any direct travel, meals, and lodging costs, when such expenses are incurred at the request of the client, will be billed at direct cost without mark-up. There are no additional costs unless expressly requested.

REFERENCES

Following are just a few of our longstanding clients that we welcome you to contact:

Alhambra USD	Keith Matsuo Director of Construction	1515 West Mission Road Alhambra, CA 91803-1618 Phone: 626-643-6544
Centinela Valley Union High SD	John Clem, President, Telacu Construction Management Jessica Keller, Facilities Technician	14901 Inglewood Ave., Lawndale, CA 90260-1251 Phone: 323-855-7053 323-263-3227
Yuba County Office of Education	Violette Begley Director of Fiscal Services	935 14th St Marysville, CA 95901 Phone: 530-749-4856
Piedmont USD	Michael Brady, Bond Program Coordinator	800 Magnolia Ave. Piedmont, CA 94611 Phone: 510-594-2600
Palm Springs USD	Julie Arthur Executive Director of Facilities Planning	980 E. Tahquitz Cyn Way, Palm Springs, CA 92262 Phone: 760-416-6117
Natomas USD	Jen Mellor, Director Facilities and Strategic Planning	1901 Arena Blvd, Sacramento, CA 95834 916-567-5468
Sacramento City USD	Amna Javed, Manager Facilities Management & Operations	5735 47th Ave Sacramento, CA 95824 Phone: 916-643-9233
Jurupa Unified	Trenton T. Hansen, Ph.D. Assistant Superintendent, Facilities Planning or Robin Griffin, Director of Facilities	4850 Pedley Rd Jurupa Valley, CA 92509 Phone: 951-361-6571
San Juan USD	Frank Camarda, Assistant Superintendent, Facilities and Transportation	6135 Sutter Ave Carmichael, CA 95608 Phone: 916-971-5741
Placer Union High SD	Peter Efstathiou, Assistant Superintendent Administrative Services	13000 New Airport Rd Auburn, CA 95603 Phone: 530-886-4400
Lake Elsinore USD	Gregory Bowers Assistant Superintendent, Facilities & Operations	545 Chaney St Lake Elsinore, CA 92530 Phone: 951-253-7015
Happy Valley ESD	Michelle McKinny Superintendent	3125 Branciforte Dr Santa Cruz, CA 95065 Phone: 831-429-1456

In the next year, Hancock Park & DeLong, Inc. proposes to accomplish the following work for the Marysville Joint Unified School District:

- 1) Update the District's eligibility for modernization grants
- 2) Obtain the California Department of Education's approval of the construction plans for the following projects:
 - **Arboga ES modernization**
(site improvements such as walkways, utilities, driveways/fire lanes, parking, site walls, hardcourts, lunch area, track, fields, landscaping, signage, and new shade canopies)
 - **Arboga ES new construction**
(addition of 11 new classrooms in Bldgs D & E and new multi-purpose room)
 - **Linda ES new construction**
(addition of 1 new preschool special education classroom)
 - **McKenney Intermediate new construction**
(addition of 3 new portables classrooms)
 - **Marysville HS modernization**
(CTE shop building work)
- 3) Submit applications for funding for the projects listed above (even though current bond authority is exhausted, the state is still accepting applications and placing them on a list in date order for processing if the 2022 bond passes)

The proposal for services contains two fee options, summarized as follows:

OPTION 1: FLAT FEE

DESCRIPTION	CDE Plan Approval (Service G)	OPSC Application for Funding/Eligibility (Service C)
Modernization Eligibility Updates (assume 50% can be updated, or 8 schools)	n/a	\$4,200
Arboga ES		
New Construction	\$5,500	\$4,500
Modernization	\$3,000	\$3,500
Linda ES		
New Construction	\$5,500	\$4,500
McKenney Int		
New Construction	\$5,500	\$4,500
Marysville HS		
CTE Modernization	\$3,000	\$3,500
Total	\$22,500	\$20,500
Grand Total	\$43,000	

OPTION 2: RETAINER

12-Months x \$2,600	\$31,200
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For the proposed scope of work listed above, Option 2 is the most cost-effective option. If additional work is proposed by the District under Option 2 (e.g., Covillaud ES facility hardship application), the fee will remain the same.

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Recommended
P. Leung
4-16-21