

**MUROC JOINT UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING**

**District Board Room
Richard B. Lynch Educational Center
17100 Foothill Avenue + North Edwards, CA 93523**

**ADDENDUM TO AGENDA
October 9, 2019**

Approval is requested to remove, add, and/or amend the following item to the Board Agenda:

Pursuant to Government Code 54954.2, two-thirds of the Board members present must determine that: (a) there is a need to act immediately, and (b) the need for the action came to the District's attention after the agenda was posted

CONSENT AGENDA

Page

REVISED PAGES:

J. Approval of Personnel Actions

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 12. Resolution 10-19-08; Increase Classified Services,
Bus Driver Trainer, Two Sp. Ed. Inst. Aide-S.C.I.A., Special Needs Van Driver | <i>CA 59 Revised Page</i> |
| 13. Resolution 10-19-09; Increase Classified Positions,
Eight Special Education Instructional Aides-S.C.I.A. | <i>CA 60 Revised Page</i> |

NEW PAGES:

H. California Professional Management

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Construction Management Services Agreement Addendum
Extension for Construction Administration and Close-Out
Prop 39 Balance of Grant Lighting Portion | <i>CA 42a</i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

K. Professional Services

- | | |
|----------------------------------------------------------------------|-----------------|
| 1. Agreement with Maxim Healthcare Services for Health Care Provider | <i>CA 61-69</i> |
|----------------------------------------------------------------------|-----------------|

L. Construction Contracts

- | | |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. Bailey/Branch Modernization/Additions Project:
Time & Alarm Systems, Inc.: Low Voltage, Fire Alarm, Communications, and Data | <i>CA 70-73</i> |
| 2. Prop 39 Balance of Grant Lighting Portion:
Clear Blue Energy Corp.: Electrical Lamp Replacement and Fixture Retrofit | <i>CA 74-77</i> |

**MUROC JOINT UNIFIED SCHOOL DISTRICT
CONSTRUCTION MANAGEMENT AGREEMENT**

Muroc Joint Unified School District Prop 39 Balance of Grant
Extension for Construction Administration and Close-Out

EXHIBIT "A"

PAYMENTS

Construction Manager shall be compensated as follows:

Project Name: Muroc Joint Unified School District Prop 39 Balance of Grant: Includes lighting for all West Boron Elementary School, the balance of Boron Junior/Senior High School, and all of Desert Senior High School. HVAC and thermostats not included.

CPM Project No. 19500
District Project/Purchase Order No. TBD
DSA No. Not applicable.

Estimated Total Not to Exceed: \$30,000.00

Daryl Van Dran - estimate is 100 hours at \$240.00/hour	\$24,000.00
Technical Support - estimate is 16 hours at \$162.00/hour	2,592.00
<u>Reimbursables</u>	<u>2,000.00</u>
Total Estimate of Hours for CPM Team	\$28,592.00**

** Does not include construction site supervision.

Notes:

1. Reimbursables would be printing for document preparation, shipping, and overnight lodging. Our goal is to do most of the work electronically.
2. Hourly rate includes all travel, office overhead, and profit.

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 10-19-08**

**RESOLUTION REGARDING THE INCREASE OF
CLASSIFIED SERVICES**

WHEREAS, due to an increase in responsibilities, the Board of Trustees hereby finds it is in the best interest of this school district that as of October 9, 2019, certain services now being provided by the District be increased by the following extent:

NO. OF POSITIONS	JOB TITLE	INCREASE
1	Bus Driver Trainer	3.83 hours/week
1	Special Education Instructional Aide – S.C.I.A.	1.05 hours/week
1	Special Needs Van Driver	9.75 hours/week
1	Special Education Instructional Aide – S.C.I.A.	10.95 hours/week

NOW, THEREFORE, BE IT RESOLVED that four classified positions be increased to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular board meeting of the Board of Trustees on October 9, 2019, by the following vote:

AYES:
NOES:
ABSENT:

Date: October 9, 2019

GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT

By: _____
Sherman Burkhead Jr.
President of the Governing Board

By: _____
Kevin D. Cordes
Secretary of the Governing Board

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE MUROC JOINT UNIFIED SCHOOL DISTRICT
RESOLUTION 10-19-09**

**RESOLUTION REGARDING THE ADDITION OF POSITIONS
OF CLASSIFIED SERVICES**

WHEREAS, this Board hereby finds it is in the best interest of this school district that as of October 9, 2019, the following positions be added:

NO. OF POSITIONS	JOB TITLE	ADD
3	Special Education Instructional Aide – S.C.I.A.	6.25 hours average/day
1	Special Education Instructional Aide – S.C.I.A.	5.8 hours average/day
2	Special Education Instructional Aide – S.C.I.A.	6.8 hours average/day
2	Special Education Instructional Aide – S.C.I.A.	5.05 hours average/day

NOW, THEREFORE, BE IT RESOLVED that eight classified positions be added to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular board meeting of the Governing Board on October 9, 2019, by the following vote:

AYES:
NOES:
ABSENT:

Date: October 9, 2019

GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT

By: _____
Sherman Burkhead Jr.
President of the Governing Board

By: _____
Kevin D. Cordes
Secretary of the Governing Board



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 16th day of September, 2019, by and between Muroc Joint Unified School District located at 17100 Foothill Ave North Edwards, CA 93523, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 5201 California Ave Suite 200 Bakersfield, CA 93309 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of twenty percent (20%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Muroc Joint Unified School District
17100 Foothill Ave
North Edwards, CA 93523**

ATTN: Accounts Payable

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates. In the event of a rate change, EDUCATIONAL INSTITUTION has 30 (thirty) days to terminate without repercussion.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Muroc Joint Unified School District
17100 Foothill Ave
North Edwards, CA 93523
ATTN: Contracts

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
5201 California Ave Suite 200
Bakersfield, CA 93309
ATTN: Corbin Loyear

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland

and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA; and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MUROC JOINT UNIFIED SCHOOL DISTRICT:



Signature


Brent Tan, Assistant Superintendent

Printed Name & Title

10/7/19

Date

MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:



Signature
bmcgee@maxhealth.com

Brandon McGee, Assistant Controller

Printed Name & Title

10/07/2019

Date

ATTACHMENT A
Muroc Joint Unified School District STAFFING RATES

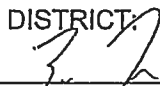
Charges will be based on the following hourly rate schedule effective 16th September 2019:

Service	Rate
School Psychologist	\$95.00/hr
Occupational Therapist	\$90.00/hr
Speech Language Pathologist	\$95.00/hr
BSN RN	\$75.00/hr
LVN	\$43.00/hr
Paraprofessional/Instructional Aid	\$35.00/hr
Behavioral tech	\$40.00/hr
ASL Paraprofessional/Instructional Aid	\$50.00/hr

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

MUROC JOINT UNIFIED SCHOOL DISTRICT



 Signature

Brent Tan, Assistant Superintendent

 Printed Name & Title

10/7/19

 Date

MAXIM ENTITY:

Bp McGee

 bramcgee@maxhealth.com

 Signature

 Brandan McGee, Assistant Controller

 Printed Name & Title

10/07/2019

 Date

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 15 day of MARCH in the year Two Thousand Nineteen, in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Time & Alarm Systems, Inc., hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**K-12 EDWARDS AFB MODERNIZATION AND ADDITIONS
PHASE 1
(BAILEY / BRANCH ELEMENTARY SCHOOL MODERNIZATION / ADDITIONS)**

Category No. 22 – Low Voltage, Fire Alarm, Communications and Data

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Seven Hundred and Sixty-Five (765) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of Two Thousand Dollars (\$2,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ONE MILLION EIGHT HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$1,895,000.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, OWNER, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
- c. Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/and/or sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Advertisement for Bids
- Instructions to Bidders
- Scope of Work Summary
- Bid Form – Construction Management (Multi-Prime Contract)
- Bid Bond
- Verification of Contractor and Subcontractor DIR Registration
- Designation of Subcontractors
- Non-Collusion Declaration
- Iran Contracting Act Certification
- Certification of Recycled Content
- Site Visit Certification
- Employment Certification
- Certifications and Representations (Contract Funds)
- Agreement
- Performance Bond
- Payment Bond (Labor and Materials)
- Guarantee
- Contractor's Certificate Regarding Worker's Compensation

Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
DVBE Participation
General Conditions – Construction Management (Multi-Prime Contract)
Supplementary Conditions
Division I – General Requirements
Project Construction Bar Chart Schedule
Specifications
Drawings
Addenda

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of Department of Industrial Relations are available on the following website: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

- a. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- b. Section 1813, Penalty for Failure to Pay Overtime.
- c. Sections 1810 and 1811, working Hour Restrictions.
- d. Section 1775, Payroll Records
- e. Section 1773.8, Travel and Subsistence Pay.

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the OWNER and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY [Signature]

TREVON WALKER

Typed or Printed Name

CONTRACTOR:

Time & Alarm Systems, Inc.

BY [Signature]

Keith Senn

Typed or Printed Name

TITLE President / CEO

BY _____

Typed or Printed Name

TITLE _____

Authorized Officers or Agents

DATE 2/20/19

(CORPORATE SEAL)

DOCUMENT 00 52 24

AGREEMENT

THIS AGREEMENT, made the 27 day of June in the year Two Thousand Nineteen in the county of Kern, State of California, by and between the Muroc Joint Unified School District, hereinafter called the "OWNER" and Clear Blue Energy Corp., hereinafter called CONTRACTOR.

WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

MUROC JOINT UNIFIED SCHOOL DISTRICT PROP 39 BALANCE OF GRANT

Category No. 1 – Electrical Lamp Replacement and Fixture Retrofit

In strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Construction Manager, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Ninety (90) consecutive calendar days commencing on or before the date stated in the Owner's written Notice to Proceed in accordance with the project construction schedule activity durations.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Owner the sum of One Thousand Dollars (\$1,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Owner may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of TWO HUNDRED AND EIGHTY-SIX THOUSAND AND FIVE HUNDRED AND SIXTY-ONE DOLLARS (\$286,561.00) said sum being the total amount stipulated in the Proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the OWNER, subject to the monetary limitations set forth in Public Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the OWNER and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

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Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- a. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner
- b. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner .
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- Non-Collusion Declaration
- Iran Contracting Act Certification
- Certification of Recycled Content
- Site Visit Certification
- Employment Certification
- Agreement
- Project Standard Forms
- Performance Bond
- Payment Bond (Labor and Materials)
- Guarantee

Contractor's Certificate Regarding Worker's Compensation
Contractor's Certificate Regarding Drug Free Workplace
Certification of Asbestos-Free Materials
Certification of Employee Status
Claim Certification
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
DVBE Participation
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IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

MUROC JOINT UNIFIED SCHOOL DISTRICT

BY [Signature]

KEVIN D. CORDES

Typed or Printed Name

CONTRACTOR:

CLEAR BLUE ENERGY CORP

BY [Signature]

Paul Santina

Typed or Printed Name

TITLE CEO

BY [Signature]

Jim Kelly

Typed or Printed Name

TITLE COO

Authorized Officers or Agents

DATE 6/27/19

(CORPORATE SEAL)