

This contract is to evidence the agreement entered into between the Central Unified School District, 4605 N. Polk Fresno CA 93722-5334(*contractee*), and the Drug Testing Center (D.T.C.), 5612 N. Blackstone Avenue, Fresno CA 93710 (*contractor*). The agreement is for D.T.C. to provide drug testing services for the Central Unified School District's Voluntary Student Drug Testing program for the 2017 – 2018 school year. There shall be no extension of the term of the agreement without express written consent from all parties.

The tests will be conducted on a monthly basis beginning in October 2017 and also occurring in the months of November 2017, January 2018, February 2018, March 2018, April 2018, and May 2018.

The sites where the monthly testing will occur and the number, type and the cost of tests to be conducted are as follows:

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|----|---|--|
| 1. | Central East High School
3535 N. Cornelia
Fresno CA 93722 | 10 – Drug Tests (ten panel) @ \$25 per
1 - Steroid test @ \$75 per |
| 2. | Central West High School
2045 N. Dickenson
Fresno CA 93723 | 10 – Drug Tests (ten panel) @ \$25 per
1 – Steroid Test @ \$75 per |
| 3. | Pathway Community Day School
11 S. Teilman
Fresno CA 93706 | 5 – Drug Tests (ten panel) @ \$25 per |
| 4. | Pershing Continuation High School
855 Nielsen
Fresno CA 93706 | 5 – Drug Tests (ten panel) @ \$25 per |
| 5. | Athletic Department
East and West High Campuses | 10 – Drug Tests (ten panel) @ \$25 per
5 – Steroid Tests @ \$75 per |

There will be an additional \$20.00 lab confirmation charge for every initial positive test.

Billing for the above services should be submitted on a monthly basis and directed to Central Unified School District, Accounts Payable , 4605 N. Polk Fresno CA 93722. The bill must be accompanied by a completed Monthly Student Voluntary Drug Testing Confirmation Form (see attached) from each site where testing occurred in order to be processed.

To ensure a minimal interruption to the learning environment, each individual site must be noticed of the date, time and identity of the students to be randomly tested each month at least seven days prior to the testing date. Contact persons at each site are as follows:

Central East – Flor Antonio
Central West – Rebecca Labbee
Pershing – Diane Criado
Pathway – Jennifer Klein

D.T.C. will be responsible to notify by mail all parents/guardians of the students tested of any positive or negative test results, and of any refusals to be tested on a monthly basis. The individual identities of the students and their test results shall remain confidential between D.T.C. and the parents/guardians of the students.

D.T.C. agrees to provide data from the tests to the district upon request. The data should include the number of students tested, the number of positive and negative results, the identity of any substance found in all positive tests, and the number of students who refused to take the test broken down by testing site.

Termination

Both parties agree that this agreement may be terminated by either party on 30 days notice.

Indemnity

The Contractor, D.T.C., shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of its duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Insurance

Without limiting Contractor's indemnification, Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automotive policy utilizing an occurrence policy form. The District shall be named as an additional insured on the policies by endorsements that

shall be attached to the Agreement as proof of insurance. The policy shall provide that it is primary, such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District at District's request.

Nondiscrimination

It is the policy of the Central Unified School District that there shall be no discrimination against and for the Contractor's prospective or active employees because of race, color, ancestry, national origin, sexual orientation or religious creed. Therefore, the Contractor agrees to comply with the District policies and applicable federal and California laws.

Assignment

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

Amendments

The terms of this agreement shall not be waived, altered, modified, or supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

Governing Law

This agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Fresno County, California.

Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at

or sent by registered or certificated mail to the last business address known to the person who gives the notice.

Compliance with Law

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

Contractor Qualifications

Contractor represents that it has in effect all required licenses and permissions and has met all legal qualification to perform this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in the Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Execution of Other Documents


The parties to this agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Execution in Counterparts

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a full executed agreement.

I enter into this contract willfully and voluntarily, with full knowledge of its content.

 05/30/17
(Contractor, D.T.C.)

 6-1-17
(Contractee, Central Unified)