



Shannon Cueva, Coordinator

970 Klamath Lane • Yuba City, CA • 95993 • Phone (530) 822-2949 • Fax (530) 822-3039

TO: Shady Creek Participating Schools  
Teachers and Principals

FROM: Shannon Cueva, Coordinator

DATE: May 21, 2014

RE: Contract, Schedule, Nurses, and Details

Received

MAY 27 2014

Assistant Superintendent  
Business Services

SHADY CREEK  
OUTDOOR SCHOOL  
MAY 23 2014  
RECEIVED/tn

- 1) Your contract and schedule are enclosed. Please carefully review your scheduled week and projected student attendance. If you anticipate **any** change in student attendance please call us immediately. Please download all necessary forms, including t-shirt order form at [Shadycreek.org](http://Shadycreek.org). **Please do not use prior year forms, information and pricing may have changed and we want to be sure you have current information.** 2014-15
- 2) The fee for the ~~2013/2014~~ Shady Creek Program will be \$224.00 for a five-day week or \$203.00 if you are on a scheduled four-day week.
- 3) State regulations involving student medications make it necessary for schools to bring their own school nurse or health technician trained by a school nurse during their week at Shady Creek. If your district is the designated Administrator for the week, it is your responsibility to secure and fingerprint the nurse. The providing district will receive a \$500.00 credit on their final invoice. **Please check the schedule to determine if your district is the weekly administrator. If so, begin planning now.** If you are having difficulty finding a nurse, please call Willi Slack for the names of nurses who may be able to go with your district.
- 4) Student and teacher feedback on EcoQuest, our pre/post student curriculum books, has been excellent. Kids love it, and they are learning. An added plus is that EcoQuest is very teacher friendly. They can be ordered at your planning session meeting or by calling Willi Slack at (530) 822-2949. The cost is \$3.25 per booklet.
- 5) 2014/2015 Benefit Tickets will be available through the Shady Creek Outdoor Education Foundation. Please call Daria Ali at (530) 933-0907 if you are interested in participating. Ticket sales not only help kids raise money to attend Shady Creek, they also generate funds for the Shady Creek Foundation, which in turn offers scholarships and grants to schools and students.

We hope you will find our new website to be user friendly! A virtual tour is on the website and may be beneficial for parents to view prior to their child attending Shady Creek.

Attachment

# SHADY CREEK OUTDOOR SCHOOL AND EVENT CENTER



**Billing and Reservations:**  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949 - (530) 822-3039 Fax

**Camp Address:**  
18601 Pathfinder Way, Nevada City, CA 95959  
(530) 292-3436 - (530) 292-3538 Fax

Shannon Cueva, Director

Staff Inservice:

Fall 2014  
Tentative 2/27/2014

The following schedule is based on anticipated attendance from the schools participating in the Shady Creek Program.  
If there is a change in your estimated attendance, please call our office immediately.

Week No.	School(s)	Pupils	Actuals	Administrator/Nurse
Wk 1 September 22 - 26, 2014	Foothill (45) Yuba Feather (15), Bangor (7) Dobbins (10), Manzanita (32) Plaza (30)	141		Plaza
Wk 2 Sept. 29 - Oct. 3, 2014	Phoenix (24), Lincoln Montessori (21) Clear Creek (45) Ready Springs (25) Westside (60)	175		Lincoln Montessori
Wk 3 Oct. 6 - 10, 2014	Riverbend (86), AK (124)	210		YCUSD
Wk 4 October 13 - 17, 2014	LOMS (70) Encinal (22) St. Isidore (18) Notre Dame (22) St. Thomas the Apostle (19)	151		LOMS
Wk 5 October 20 - 24, 2014	King Ave. (53) Lincrest (127)	195		YCUSD
Wk 6 October 28 - 31, 2014 4-day Tuesday - Friday	Alder Creek Middle School	170		Alder Creek
Wk 7 Nov. 3 - 7, 2014	Bridge St (59) Park Ave (89)	148		YCUSD
Wk 8 Nov. 17 - 21, 2014				
Wk 9 Dec. 1 - 5, 2014				
Total No. of Students attending Fall Session		1190	0	

percentage

0%

34 Program Days



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Shannon Cueva, Director

Spring 2015  
Revised 4/24/2014

Week No.	School	Pupils	Admin/Nurse
<b>OPEN</b>			
<b>Wk 1</b> 4-day	January 20 - 23, 2015	Shasta (80) Marigold (75)	155 Shasta
<b>Wk 2</b>	January 26 - 30, 2015	Lone Tree (70), Bear River (65) and Robla (60)	195 Bear River
<b>Wk 3</b>	February 2 - 6, 2015	Corning Unified School District	180 Corning
<b>Wk 4</b> 4-day	February 9 - 12, 2015 (mon - thurs)	Brittan (41), Franklin (58), Browns (20), Marcum (24), Pleasant Grove (20) Nuestro (20)	183 Browns
<b>Wk 5</b> 4-day	February 17 - 20, 2015 (Tuesday - Friday)	, Princeton (10) Maxwell (20) Paragon (31) CORE/Camptownville Academy (30) Mather (50)	141 Maxwell
<b>Wk 6</b>	February 23 - 27, 2015	Concow (10) Ophir (40) Stanford (39) Ishi (60) Biggs/Richvale (50) Feather Falls (3)	202 Ophir
<b>Wk 7</b>	March 2 - 6, 2015	Egling (100) April Lane (78)	178 Egling
<b>Wk 8</b>	March 9 - 13, 2015	Achieve Charter (26) Paradise Charter (50) Children's Com CC (30) Blue Oaks Charter (52)	158 Paradise Charter
<b>Wk 9</b>	March 16 - 20, 2015	Barry (65) Butte Vista (110) SCSOS Special Ed	175 YCUSD
<b>Wk 10</b>	March 23 - 27, 2015	Durham Int. (90) Riverside Meadows (100)	190 Durham
<b>Wk 11</b> 4-day	March 30 - April 2, 2015 (Monday - Thursday)	Lincoln (88) Tierra Buena (86) Central Gaither (25)	199 YCUSD
<b>Wk 12</b> 4-day	April 7 - 10, 2015 Tuesday - Friday	Chapman (40) Parkview (60) Hooker Oak (33) Allison (50)	133 Hooker Oak
April 13 - 17, 2015 Staff Break			
<b>Wk 13</b>	<del>April 20 - 24, 2015</del>	Glen Edwards (140) Cedar Lane (50) <i>Ap 28 - May 1</i>	190 Glen Edwards
<b>Wk 14</b> 4-day	April 28 - May 1, 2015 Tuesday - Friday	Emma Wilson Elementary (100) Neal Dow (60) Forest Ranch (11)	171 E. Wilson
<b>Wk 15</b>	May 4 - 8, 2015	Excelsior,	195 Excelsior
<b>Wk 16</b>	May 11 - 15, 2015	* Arboga (50) Ella (29) Olivehurst (56) Edgewater (38) Johnson Park (35)	208 Arboga
<b>Wk 17</b>	May 18 - 22, 2015	* Linda Elementary (90) Mckenney (100)	190 Linda
<b>Wk 18</b> 4-day	May 26 - 29, 2015	Johnson Jr. (90), Williams (80)	170 Johnson Jr.
		total	3213



SHADY CREEK OUTDOOR SCHOOL PROGRAM  
Management Services Provided By  
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE  
Bill Cornelius, Superintendent  
970 Klamath Lane, Yuba City, CA 95993  
(530) 822-2949

ENVIRONMENTAL EDUCATION AGREEMENT 2014/2015

THIS AGREEMENT ("Agreement") is entered into between the Sutter County Superintendent of Schools ("Superintendent") and Dobbins Elementary School/MJUSD ("District"). Collectively Superintendent and District shall be referred to as "Parties."

WHEREAS, Superintendent owns an outdoor education facility known as Shady Creek Outdoor School ("Shady Creek"), which is located at 18601 Pathfinder Way, Nevada City, CA, and thereon operates the Shady Creek Outdoor School Program ("Program"), an outdoor educational program for the benefit of public school students; and

WHEREAS, District desires its students to participate in the Program and stay at Shady Creek on the terms and conditions set forth in this Agreement.

The Parties agree as follows:

1. Participation Fee: District will participate in the Shady Creek Outdoor School Program on the terms and conditions set forth in this agreement. District desires to reserve space for 10 pupils and agrees to pay an amount **equal to \$224.00 per pupil** if scheduled for a five-day week and **\$203.00 per pupil** if scheduled for a four-day week to participate in the Shady Creek Program (Participation Fee). *There will be no adjustment to the per pupil fee for students arriving late or leaving early.* This contractual reserved space is based on numbers supplied by your school administrator. If there is a discrepancy with these numbers contact the Shady Creek office immediately. **Final Payment will be due no later than June 15, 2015.**
2. Deposit. This Participation Fee shall also cover the cost of lodging, food and recreational activities for the adult participants and cabin counselors provided by the District as required by sections 3 and 4 of this Agreement. District shall pay fifty percent (50%) of the Participation Fee for the number of Students identified in Section 1 as a nonrefundable deposit ("Deposit"). The Deposit shall be received by the Superintendent by **September 1, 2014 for fall scheduled schools and January 2, 2015 for spring scheduled schools** to reserve participation in the program. The District shall pay the balance of the Participation Fee once actual attendance is computed and final billing received by District. Final billing will be based on actual Student attendance, but in no event shall be less than Eight-five Percent (85%) of the number of Students identified in Section 1.
3. Adult Participation Requirements. District shall require the following adult participants, who shall stay at Shady Creek with the Students.

a. Program Coordinator. District shall designate one Program Coordinator who is responsible for coordinating the District's participation in the Program, including payment of the Participation Fee and coordination of Program activities. The Program Coordinator may be a teacher or administrator otherwise attending the Program. The Program Coordinator shall be responsible for communicating with the Shady

Creek Resident Director or designee to ensure that all requirements of this Agreement have been fulfilled prior to the arrival of the District at Shady Creek.

b. Teachers. District shall provide one teacher for each class of 20 or more Students at no additional cost. Districts with less than 20 students will have a prorated fee for the teachers food and lodging.

c. Administrator: District's attending shall coordinate to provide one administrator for each week Students are in attendance. If more than one district is participating in the Program during the Program Term, Districts shall provide an administrator on a rotating basis. The Shady Creek Director or designee shall be responsible for coordinating the rotation of the Administrator.

d. Nurse. If all Students for the Program Term are from the same District, District shall provide one school nurse or health technician. If more than one district is participating in the Program during the Program Term, Districts shall provide a nurse or health technician on a rotating basis. The Shady Creek Director shall be responsible for coordinating the rotation of the school nurse. The Superintendent will pay the district a \$500.00 stipend for providing a School Nurse or a \$360.00 stipend for providing a Health Technician.

It is understood that small districts may wish to combine pupils or classes and jointly provide the required instructional and administrative personnel. The Program Coordinator for the District shall work with the Shady Creek Resident Director to confirm that adequate adult supervision is available in the event the District wishes to combine classes or supervision with another participating district.

4. Cabin Counselors. In addition to the adult supervision required in Section 3, District shall provide cabin counselors at a ratio of 1 to 7 for the girls and a ratio of 1 to 9 for the boys and no less than one counselor per cabin and shall establish a selection procedure which ensures competent and responsible counselors. The cabin counselors are not required to be over the age of 18. However, in the event that the cabin counselors are minors, District shall require a parent or guardian of the cabin counselor to sign the release on the counselor health form. Signed release shall be submitted to the Shady Creek Director or designee upon arrival at camp.

5. Transportation. District shall be responsible for providing transportation of all employees, students, counselors and staff to and from Shady Creek.

6. Safety. District shall be solely and completely responsible for the safety of all persons and property during times when District, its employees, volunteers and students access the Shady Creek. District, its employees, volunteers and students shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety, and any rules posted at Shady Creek. Failure of the District, any Student or any other Program participant to comply with this section may result in the District, Student or Program participant being removed from the Program or the District not being allowed to participate in the Program in the future. Superintendent shall not be obligated to refund any Participation Fee to the District in the event any Student or other Program participant is removed from the Program as a result of violating this Section.

7. Health Forms and Waiver of Liability: District shall be responsible for collecting a health form including the Waiver of Liability for each student, counselor, and teacher attending camp and submitting to the Shady Creek Director or designee upon arrival.

8. Indemnity. District agrees to indemnify, defend and hold harmless the Superintendent, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting in connection with performance of this Agreement, and from all claims and losses accruing or resulting to a person, firm, or corporation for damages, injury or death arising out of or connected with this Agreement and participation in the Program and access to Shady Creek. Without limiting the District's indemnification, the District shall maintain in force at all times while participating in the Program a policy or policies of insurance covering such participation including but not limited to the following coverages, and in the minimum limits of liability as stated herein: Comprehensive general liability, including personal injury in combined single limit of \$1,000,000.00 (one million dollars).

All such policies shall provide an endorsement naming the Superintendent, his officers, agents, employees, *as additional insured*. The above described coverage shall be maintained throughout District's participation in the Program. **District shall file with the Superintendent a certificate of insurance evidencing that the insurance coverage as required herein has been obtained and is currently in effect.**

9. Waiver and Release of Liability. No board member, officer, employee, representative, or agent of Superintendent, shall be personally liable in any manner or to any extent under or in connection with this Agreement. District, its employees and participants hereby waive any and all claims of such personal liability.

10. Interpretation. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sutter. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either the District or Superintendent. Any headings in this Agreement are included only as a matter of convenience and for reference and in no way define the scope or extent of this Agreement or the construction of any provision.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, then the remainder of this Agreement shall not be affected.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

15. Entire Agreement; Amendments. This Agreement and the documents referred to in this Agreement constitutes the entire agreement of the Parties hereto with respect to the matters contained herein, and prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing which is signed by the Parties hereto or their respect successors-in-interest and indicates that it is an amendment of this Agreement. Neither party shall assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other party.

16. Authority. Superintendent has delegated authority to enter into this Agreement with District to the Shady Creek Resident Director.

\_\_\_\_\_ School District

By: \_\_\_\_\_  
(Authorized signature)

Dated: \_\_\_\_\_

Sutter County Superintendent of Schools

By: Shannon Cova  
Sutter County Superintendent of Schools

Dated: 5/6/14

NOTE: Please sign and return one copy to Shady Creek Outdoor School, Sutter County Superintendent of Schools by **July 15, 2014**.

The District designates as Program Coordinator:

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

From: \_\_\_\_\_  
(school or office)

Phone: \_\_\_\_\_

**Please provide us with an email address for further correspondence:**

Email: \_\_\_\_\_

# LITERACY<sup>TA</sup>

## Order Form

### Student Tools, Materials, and Resources



Common Core Student Handbook

Individual Students

\*Site/District Wide

\*Includes 1 year of access to TA (Teacher Assistant) for all teachers at the site/district.

Quantity

Amount

Total

x \$40 /Student =

x \$6 /Student =

### Academic Support for Classes



\*\*ZAP Packs

\*Class Pack

\*Class Pack w/Non-Fiction Articles

Additional Student

Additional Student w/Non-Fiction Articles

\*Class sets are for 30 students.

\*\*Includes 1 year of access to TA (Teacher Assistant) for each teacher that receives a pack.

x \$800 /Class =

x \$1,100 /Student =

x \$25 /Student =

x \$35 /Student =

### Teacher Tools, Materials, and Resources



\*TA (Teacher Assistant)

1-25 Teachers

26-50 Teachers

51-100 Teachers

101+ Teachers

Common Core Reading Guide

\*Please provide the first name, last name and email of all teachers electronically.

Year(s)

Year(s)

Year(s)

Year(s)

Year(s)

x \$50 /Teacher =

x \$45 /Teacher =

x \$40 /Teacher =

x \$35 /Teacher =

x \$65 /Teacher =

### \*Common Core Training



PD Live and Happenin'! (1 - Site)

PD Live and Happenin'! (2-10 sites)

\*\*Summer Literacy Camp

Camp Registration

LiteracyTA University

\*Each participant will receive 1 year of access to the Teacher Assistant (TA)

\*\*Each session is limited to 40 participants

\*\*Require a minimum of 4 sessions

x \$8,000 /Site =

x \$6,000 /Site =

100 x \$240 /Person = \$24,000

x \$4,000 /Camp =

x \$249 /Educator =

Tax for California Orders (8%) =

Shipping =

SubTotal = \$24,000

Discount =

Total = \$24,000

### Contact Information

Company: Maysville Joint Unified School District  
 Contact: Lennie Tate  
 Phone: 530-749-6902  
 Email: ltate@mjud.com

Address: 1919 B Street  
 Marysville, CA. 95901

### Billing Information

Company:  
 Contact:  
 Phone:  
 Email:  
 Address:

☐ PO #  
☐ Credit Card  
 Name  
 Card #  
 Expiration  
 CVV #

By signing below you agree to pay LiteracyTA the above total by PO or credit card. When purchasing training you agree to the attached training agreement.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

www.literacyta.com - support@literacyta.com - (P) 619-796-5541 - (F) 866-480-2159 - 611 K St Ste B #105 San Diego, CA 92101



# Training Agreement

**Training Dates**

August 7th and 8th

**Schedule**

16 ½ day sessions

Each session will have a max of 40 participants

**Materials**

Each participant will receive the following:

TA (Teacher Assistant) Membership

- Our award winning online tools and resources support teachers and their students with:
- over 60 skills to help students read, speak, and write about texts.
- a growing library of Common Core lesson plans.
- a skill-based lesson planner to help you create your own Common Core aligned lessons.
- resources to help you find quality non-fiction texts.
- interactive tools to help you create text-dependent tasks and evaluate the complexity of your texts.

Reaching High Literacy Skill Activity Book

The Literacy Skills Activity Books offer a series of practice materials that teachers use to improve students' literacy skills. The activities in each workbook are strategically arranged so that teachers have a clear path to guide their students. The activities and strategies in the workbooks repeat and build off of one another, making mastery of the literacy strategies possible. The reading strategies, graphic organizers, and speaking and writing templates are used to support any reading assignment, making the workbook versatile for both students and teachers.

**Facility**

The School is responsible to provide a conference room for the training.

**Room Layout**

Preferably round tables that seat 6-8 people.

**Supplies and Materials**

The School is responsible to provide the following materials for the training:

For each Presenter:

- LCD Projector
- Projector Screen
- Document Camera

# Training Agreement

## 1. Intellectual Property Ownership

The materials and resources developed by LiteracyTA are the property of LiteracyTA.

## 2. LiteracyTA's Reusable Materials

LiteracyTA retains all right, title and interest, including all copyrights. LiteracyTA grants Client a royalty-free nonexclusive license to use any LiteracyTA's materials incorporated into the work performed by LiteracyTA under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

## 3. Term of Agreement

This Agreement will become effective when signed by client and will terminate on:

- Completion of work according to this document.
- The date a party terminates the Agreement as provided below.

## 4. Terminating the Agreement

Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination. If the Client terminates this service Agreement with less than thirty (30) days notice, the LiteracyTA shall be entitled to fifty percent (50%) of the rate outlined in this document. LiteracyTA shall be entitled to full payment for services performed prior to the date of termination. LiteracyTA shall deliver all work to Client for which LiteracyTA has been compensated according to this Agreement.

## 5. Independent Contractor Status

LiteracyTA is an independent contractor, not Client's employee. LiteracyTA and Client agree to the following rights consistent with an independent contractor relationship.

- LiteracyTA has the right to perform services for others during the term of this Agreement.
- LiteracyTA has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Client shall not require LiteracyTA to devote full time to performing the services required by this Agreement.
- LiteracyTA is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## 6. Local, State and Federal Taxes

LiteracyTA shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- Withhold FICA from LiteracyTA's payments or make FICA payments on LiteracyTA's behalf
- Make state or federal unemployment compensation contributions on LiteracyTA's behalf, or
- Withhold state or federal income tax from LiteracyTA's payments.

## 7. Exclusive Agreement

This is the entire Agreement between LiteracyTA and Client.

## 8. Modifying the Agreement

Client and LiteracyTA recognize that:

- LiteracyTA's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to LiteracyTA when this Agreement was made;
- Client may desire a mid-project change in LiteracyTA's services that would add time and cost to the project and possibly inconvenience LiteracyTA; or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

## 9. Limited Liability

LiteracyTA's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by LiteracyTA under this Agreement. However, LiteracyTA shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of LiteracyTA while on Client's premises to the extent Client did not cause such actions or omissions.

## 10. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by email to the last email address of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

## 11. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

## 12. Applicable Law

The laws of the State of California will govern this Agreement.

## 13. Signatures

The parties represent that the signatories are authorized to bind their respective schools and or districts to the terms of this Agreement.

# LITERACY<sup>TA</sup>

## Order Form

### Student Tools, Materials, and Resources



Common Core Student Handbook

Individual Students

\*Site/District Wide

\*Includes 1 year of access to TA (Teacher Assistant) for all teachers at the site/district.

Quantity

Amount

Total

x

\$40 /Student =

x

\$6 /Student =

### Academic Support for Classes



\*\*ZAP Packs

\*Class Pack

\*Class Pack w/Non-Fiction Articles

Additional Student

Additional Student w/Non-Fiction Articles

\*Class sets are for 30 students.

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\$800 /Class =

x

\$1,100 /Student =

x

\$25 /Student =

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\*TA (Teacher Assistant)

1-25 Teachers

26-50 Teachers

51-100 Teachers

101+ Teachers

Year(s)

Year(s)

Year(s)

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x

\$50 /Teacher =

x

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\*Please provide the first name, last name and email of all teachers electronically.

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Discount =

Total =

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 Phone: 530-749-6902  
 Email: ltate@mjsd.com

Address: 1919 B Street  
 Marysville, CA. 95901

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 Email:  
 Address:

☐ PO #  
☐ Credit Card  
 Name  
 Card #  
 Expiration  
 CVV #

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- LiteracyTA is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## 6. Local, State and Federal Taxes

LiteracyTA shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- Withhold FICA from LiteracyTA's payments or make FICA payments on LiteracyTA's behalf
- Make state or federal unemployment compensation contributions on LiteracyTA's behalf, or
- Withhold state or federal income tax from LiteracyTA's payments.

## 7. Exclusive Agreement

This is the entire Agreement between LiteracyTA and Client.

## 8. Modifying the Agreement

Client and LiteracyTA recognize that:

- LiteracyTA's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to LiteracyTA when this Agreement was made;
- Client may desire a mid-project change in LiteracyTA's services that would add time and cost to the project and possibly inconvenience LiteracyTA; or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

## 9. Limited Liability

LiteracyTA's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by LiteracyTA under this Agreement. However, LiteracyTA shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of LiteracyTA while on Client's premises to the extent Client did not cause such actions or omissions.

## 10. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by email to the last email address of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

## 11. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

## 12. Applicable Law

The laws of the State of California will govern this Agreement.

## 13. Signatures

The parties represent that the signatories are authorized to bind their respective schools and or districts to the terms of this Agreement.



**Marysville Joint Unified School District**  
Marysville, CA

# **Illuminate Data and Assessment Management System**

**Proposal**  
**Prepared:** June 13, 2014  
**Expires:** September 13, 2014  
**Serves:** 9,254



## Overview

Illuminate Education Inc. (Illuminate) proposes to implement and support Illuminate Data and Assessment System™ (DnA) at Marysville Joint Unified School District (District), which serves approximately 9,254 students in Marysville, CA

Illuminate Data and Assessment™ is a web-based and longitudinal system designed to meet the data and assessment needs of all Marysville Joint Unified School District's staff: from District level educators who need to analyze trends, to instructional leaders who require fast and flexible reports to shape curriculum and instruction, to teachers who need to create assessments with ease and get instant feedback for formative use in the classroom. With robust reports, innovative custom reporting tools, built-in analysis support, and a groundbreaking approach to assessment, DnA anticipates users' needs and removes the boundaries of their old data system.

Illuminate proposes a contract with Marysville Joint Unified School District for a term of 3 years, though Marysville Joint Unified School District retains the right to opt out each year at no financial penalty. The proposal includes data import support, system maintenance, system support, and user support for the length of the contract. It also includes ongoing system upgrades at no additional cost to Marysville Joint Unified School District



## Inclusions

This proposal includes:

<b>Dashboard</b>	<ul style="list-style-type: none"> <li>Personalized dashboard for every user</li> <li>Easy access to assessments, reports and class rosters</li> </ul>
<b>Assessments</b>	<ul style="list-style-type: none"> <li>Benchmark, Summative and Formative Assessments</li> <li>Assessment reporting by User, Site and District Level</li> <li>Align assessments to State and Common Core standards</li> <li>Scan and score assessments using a web camera, document camera or paper scanner</li> <li>Assess students online or using paper and pencil</li> </ul>
<b>INSPECT Item Bank</b>	<ul style="list-style-type: none"> <li>Access to 47,000 professionally written standards based questions</li> <li>Over 20,000 Common Core aligned items</li> <li>Grade and Subject level CST aligned blueprint assessments</li> <li>CAHSEE, and CELDT assessments</li> <li>Draft benchmark assessments for all grade levels</li> <li>ELLA (CELDT-preparation) assessments</li> <li>Constructed Response, Technology Enhanced, Media-Interactive, Non-Traditional Selected Response items for CCSS</li> </ul>
<b>GradeCam</b>	<ul style="list-style-type: none"> <li>Use a web camera to scan student assessments</li> <li>Provide instant feedback for formative and summative assessments</li> </ul>
<b>Activate Instruction</b>	<ul style="list-style-type: none"> <li>Direct links from student assessments to standards based curriculum resources.</li> <li>Direct links from teacher reports to standards based curriculum resources</li> </ul>
<b>Pre-Built Reports</b>	<ul style="list-style-type: none"> <li>Student, Teacher, Site and District level reporting</li> <li>State accountability / Common Core</li> <li>Special Education</li> <li>English Learners</li> </ul>
<b>Custom Reporting</b>	<ul style="list-style-type: none"> <li>Point and click report building</li> <li>Business Intelligence (BI) tool for higher level reporting</li> </ul>
<b>Student Groups</b>	<ul style="list-style-type: none"> <li>Students can be added to programs (e.g., Intervention) to monitor over time</li> <li>Create Groups, by individual students, custom reports, grade level or program</li> </ul>
<b>Gradebook</b>	<ul style="list-style-type: none"> <li>Record, report and monitor student performance</li> <li>Calculate grades from points, percent or score</li> <li>Individual users can customize the layout and functionality</li> <li>Options for categories, weights, dropping scores, custom marks, notes, and auto fill.</li> <li>Share Gradebooks among users and easily transfer grades from one user to another.</li> <li>Audit log of all changes and score recovery</li> </ul>

<b>Grades and Report Cards</b>	<ul style="list-style-type: none"> <li>• Generate traditional and/or standards-based report cards using the District's own templates</li> <li>• Customize multiple GPA calculations according to District's requirements</li> <li>• Permit multiple ranking of classes based on certain criteria</li> <li>• Monitor student performance and levels using clusters, standards, etc.</li> </ul>
<b>OnTrack Early Warning System</b>	<ul style="list-style-type: none"> <li>• Identify students who are potential high-risk candidates for drop out or failure</li> <li>• Generate a student score based on District's criteria</li> <li>• Analyze data from Attendance, Discipline, Assessments, GPA and Student Demographics</li> </ul>
<b>Student and Parent Portals</b>	<ul style="list-style-type: none"> <li>• Provide live data to parents and students on attendance and grades</li> <li>• Online testing access through secure login for students</li> <li>• Access to Activate Instruction Curriculum management</li> </ul>
<b>User Based Permissions</b>	<ul style="list-style-type: none"> <li>• User permissions by role or Individual User</li> <li>• Ability to easily change users, sites or permission groups</li> </ul>
<b>Data Security</b>	<ul style="list-style-type: none"> <li>• Illuminate uses the highest level of web security</li> <li>• Server loads are regularly monitored</li> <li>• Application errors are logged and notification sent to our developers</li> <li>• Hosted on our secure and redundant servers at no extra charge.</li> </ul>
<b>Import and Export</b>	<ul style="list-style-type: none"> <li>• Import of demographic, state and local assessments</li> <li>• Field level imports and exports into XML, CSF DBF and char-delimited formats.</li> <li>• Imports from Access Database and MS Excel</li> </ul>
<b>User Support</b>	<ul style="list-style-type: none"> <li>• E-mail / help ticket support</li> <li>• Phone support for all users</li> <li>• Help documentation</li> <li>• Support and training videos</li> </ul>



## Optional

Marysville Joint Unified School District may opt to include any of the following content:

<b>Customizations Unique to Client</b>	There are no charges for customizations (i.e., the cost is already included in the per student per year charge) if the request also benefits other Illuminate DnA clients. If not, changes would cost \$120 per hour involved in creating the modification. However, with Illuminate DnA (as well as with DataDirector when our team ran it), we have never charged for modifications, since all requested customizations of those systems were able to benefit other districts.
<b>Training and Professional Development</b>	Customizable training is available and can be done on site at a rate of \$1500.00 per day or online via GoToMeeting at a rate of \$500 per day. Illuminate training documentation, provided in an electronic format, would become the property of District.
<b>Data Services</b>	Additional hours of data cleanup (or additional data services) are required, the cost is \$120 per hour.
<b>NWEA Item Bank</b>	District may opt to pay for NWEA Item Bank (at a cost of \$2.90 per student per school year). The Formative Assessment Item Bank contains over 70,000 high-quality, standards-based items including more than 30,700 Math items for kindergarten through grade 12, more than 29,200 English Language Arts (Reading and Writing) items for kindergarten through grade 12, more than 8,700 Science items for grade 3 through grade 12 and more than 1,400 Social Studies items for high school courses. The exact number of items that align to any given state or set of standards will vary. All items have been checked for a match and aligned where appropriate to the standards for all 50 states, Washington D.C., and the Common Core State Standards (CCSS). Coverage reports are available upon request.
<b>Illuminate Student Information System</b>	District may opt to pay for Illuminate Student Information System (at a cost of \$7.00 per student for the first year and \$3.00 per student for each additional year). Illuminates (ISI), tools include health, attendance, scheduling, transcripts, discipline, gradebook, report cards, parent portal, student portal and State reporting. Illuminate Education's suite of products can be District's one-stop shop for comprehensive data reform, or you can pick and chose which modules use. Modules can be purchased at the beginning of your contract or can be phased in module-by-module.



<b>Illuminate Special Education System</b>	District may opt to pay for Illuminate Special Education System (at a cost of \$15.00 per special education student per year). Illuminate (ISE) tools include forms for writing IEPs, IFSP, REED, Evaluations, Encounter tracking, SPP Indicator tracking, IDEA requirements/data, NCLB regulations / data Medicaid billing, and State Reporting tools. Illuminate Education's suite of products can be District's one-stop shop for comprehensive data reform, or you can pick and chose which modules use. Modules can be purchased at the beginning of your contract or can be phased in module-by-module.
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## Data Import

Illuminate will import all data Marysville Joint Unified School District would like to have in DnA. This data can be obtained from a variety of sources, which may include Marysville Joint Unified School District Student Information System (SIS).

Illuminate can import Marysville Joint Unified School District District's clean data at no additional cost, but Marysville Joint Unified School District will have access to online import tools if its wishes to control its own data imports. Please note that Illuminate charges \$120 per hour for any data cleanup required.

If Marysville Joint Unified School District opts to have Illuminate import its data, Marysville Joint Unified School District will provide the data files in tab delimited, comma delimited, or Excel format, and the file layouts must be consistent with Marysville Joint Unified School District data requirements and Illuminate-defined file formats. It usually takes a minimum of 2 weeks to a maximum of 6 weeks to import all data, depending on the provided data's quality.



## Pricing

Illuminate recommends the following model for Marysville Joint Unified School District:

Cost Year 1			
Description	Cost	Taxes	Extended Cost
Illuminate Data and Assessment Management System Including Gradecam, Inspect System Item Bank	\$5.50 per student (9,254 students)	\$0	\$50,897.00
Staff Training - 3 days on site (\$1,500.00 per day)	\$4,500.00	\$0	\$4,500.00
Total Cost:			\$55,397.00

Cost Year 2			
Description	Cost	Taxes	Extended Cost
Illuminate Data and Assessment Management System Including Gradecam, Inspect System Item Bank	\$5.50 per student (9,254 students)	\$0	\$50,897.00
Total Cost:			\$50,897.00

Cost Year 3			
Description	Cost	Taxes	Extended Cost
Illuminate Data and Assessment Management System Including Gradecam, Inspect System Item Bank	\$5.50 per student (9,254 students)	\$0	\$50,897.00
Total Cost:			\$50,897.00



## Primary Contact

**Name:** Lane Rankin (CEO/President)  
**Email:** lane@illuminateEd.com  
**Address:** Illuminate Education Inc., 47 Discovery, Suite 100, Irvine, CA 92618  
**Phone:** (949) 242-0343  
**Fax:** (909) 266-1935

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement ("**Agreement**") is entered into effective as of July 1, 2014 ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Marysville Joint Unified School District ("**District**").

### RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System or "DnA" (the "**Software**");

WHEREAS, Illuminate also has available a database of test questions ("**Item Bank**") known as "INSPECT" for use in conjunction with the Software; and

WHEREAS, District desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### AGREEMENT

1. Term of Agreement Unless earlier terminated as provided herein, the Term of this Agreement shall be from the Effective Date through **June 30, 2017** (the "**Term**").

2. License of Software to District Subject to the terms of this Agreement, Illuminate hereby grants to District during the term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferrable license to District for District employees, students and their parents or guardians (collectively, "**District** ") to use the Software with respect to each of the District locations listed on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District locations. The District Users may not use the Software other than with respect to the locations set forth on Exhibit A or for other than District operations. So long as GradeCam software for automated grading of multiple choice exams remains available to Illuminate, the Software shall permit District to download, at no additional cost to District, GradeCam's software. In addition, Illuminate agrees to make the Item Bank available for use by the District solely in conjunction with its authorized use of the Software under this Agreement.

3. Annual Software License Fee District agrees to pay to Illuminate an annual license fee for use of the Software as set forth below.

(a) Initial School Year. A fee of \$5.50 per student (calculated yearly based on previous year **CBEDS**) for the initial school year beginning **July 1, 2014** and continuing through **June 30, 2015**

(b) Subsequent School Years During Term. A fee of \$5.50 per student (calculated yearly based on previous year **CBEDS**) for each school year during the Term after the initial school year, subject to an increase no more often than annually for changes in the cost of living. The estimated

annual fees for the Term assuming no change in cost of living and 9,344 students based on **CBEDS** would be as follows:

Year	Product	Fee Structure	Estimate of Annual License Fee
2014-2015	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00
2014-2015	Staff Training	3 days in person (\$1,500.00 per day)	\$4,500.00
2015-2016	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00
2016-2017	Data and Assessment and INSPECT Item Bank	\$5.50 per student (9,254 students)	\$50,897.00

(c) Payment. The annual software license fee for each school year shall be paid within 45 days of receipt of an invoice from Illuminate.

(d) Failure to Make Payment. In the event District fails to pay the annual license fee or other fees due hereunder when due, upon notice from Illuminate, District agrees to immediately cease, and to cause District Users to cease, using the Software and Illuminate will have no further obligation to provide any maintenance or support to District or District Users. Failure to make payment is defined as any outstanding balance over 90 days past the invoice date.

(e) Taxes The fees in this Sections 3 and in Section 5 below do not include sales, use or similar taxes which may be applicable.

4. Ownership of Software and Item Bank Illuminate has and will retain all right, title and interest in the Software, Item Bank and all derivative works, including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. District shall have no rights in the Software, Item Bank or any derivative works, except the license and related rights expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the Software or Item Bank, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software or Item Bank to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or Item Bank or (iii) modify the Software or Item Bank or create derivative works based upon the Software or Item Bank.

5. Software Implementation, Data Conversion, Hosting and Training Services Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of District employees on the use of the Software as follows:

(a) Task List. A preliminary list of tasks and associated targeted completion dates are set forth on Exhibit "B" attached hereto.

(b) Hosting. The Software and District's data will be hosted on Illuminate's server (included in the annual license fee).

(c) Importing of Data Illuminate will import District's data into the Software within 45 business days after the receipt of useable data.

(d) Initial Training. Illuminate will provide training to District in the basic use of the Software at **\$1,500.00 per day (3 days)**, to be presented as both parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. Initial training fees shall be paid within 45 days of receipt of an invoice from Illuminate.

(e) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development shall be at a rate of \$120 per hour. **Training after initial training is exhausted shall be at a rate of \$1,500.00 per day for on-site training and \$500 per day for on-line training.** Fees for additional training will be billed by Illuminate in the month following the applicable training. Fees for such services shall be due and payable within 45 days of receipt of an invoice from Illuminate.

6. Ownership of District Data. District shall retain ownership of all District data imported into the Software. Upon the termination of this Agreement, Illuminate agrees to transfer all District data back to District in an industry standard open format like SQL at no charge.

7. Responsibilities of District District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of corrections to remove deficiencies in the Software, as reported to Illuminate; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; regular telephone or web conferences with District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to District.

## 9. Confidentiality

(a) Confidential Information Defined. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Software, Item Bank and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will in all events be considered Confidential Information of Illuminate.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party, except for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. District acknowledges that the Software is maintained as a trade secret by Illuminate, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those District Users required to have access in order to fulfill the purposes of this Agreement.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of

disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Privacy and Collection of Student Data Each of Illuminate and District represents and warrants that it is familiar with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and equivalent state provisions, and it agrees that it will comply with such provisions and take all measures reasonably necessary and consistent with industry standards to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each party agrees to advise the other immediately of such unauthorized access.

11. Illuminate Warranty

(a) Software Warranty. Illuminate warrants to District that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty are limited to providing District with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable

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attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees, agents or servants; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of District or its employees, agents or servants or (ii) any breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance Illuminate agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Taxes District shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income. Illuminate is not liable for any taxes, including without limitation income taxes, withholdings, value added, franchise, gross receipts, sales, use, property or similar taxes, duties, levies, fees, excises, or tariffs incurred in connection with such payments. District takes full responsibility for all such taxes, including penalties, interest, and other additions thereon. Illuminate shall pay taxes imposed on its income.

15. Termination

(a) Termination by District. The District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate

written notice of its intent to so terminate at least thirty (30) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(c) Effect of Termination/Survival. Upon termination or expiration of this Agreement, in addition to Illuminate's obligations with respect to District data set forth in Section 6, each party shall promptly return or destroy the other party's Confidential Information and, if requested, shall promptly certify in writing that all such materials of the requesting party have been returned or destroyed. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 14, 15 and 16 and any obligations to pay for license fees, services or training pursuant to Sections 3 or 5 that were earned prior to termination.

#### 16. Miscellaneous

(a) Entire Agreement; Counterparts.. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education Inc.  
47 Discovery Suite 100  
Irvine, California 92618  
Attention: Lane Rankin, President  
E-mail: lane@illuminateED.com

If to Organization:

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

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Attention: Lennie Tate  
E-mail: ltate@mjuds.k12.ca.us

(c) Assignment, Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Yuba County, California for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all time be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) 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 any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) Limitation of Liability. In no event shall either party be liable to the other party or to any third party for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party's aggregate liability arising out of or relating

to this Agreement for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fees paid or due payable by District to Illuminate during the preceding twelve months pursuant to this Agreement

(k) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

ILLUMINATE EDUCATION, INC.

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

Lane Rankin, President

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT

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

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**ORGANIZATION LOCATIONS**

Marysville Joint Unified School District locations and schools:

**EXHIBIT B**

**TASK LIST**

<u>Date</u>	<u>Task</u>
June- July	Initial implementation meeting
July - August	Data conversion and imports
August - September	District begins using Software

***TRI-COUNTY REGIONAL OCCUPATIONAL PROGRAM***  
***2014-2015 SCHOOL YEAR***

THIS AGREEMENT, is made and entered into this first day of July, 2014. The parties to the contract are the Tri-County Regional Occupational Program established by and operated by the Sutter County Superintendent of Schools serving as the Local Education Agency (LEA) for all ROP funding received by the State of California pursuant to California Education Code 52301, hereinafter to be referred to as "Tri-County ROP" and *MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT*, 1919 B Street, Marysville, hereinafter to be referred to as "the District". Both Tri-County ROP and the District agree to all of the following contract provisions:

**A. ADMINISTRATION & COORDINATION:**

The District agrees to render services to Tri-County ROP programs, under their jurisdiction, including the following:

1. Direct and coordinate the operation of all Tri-County ROP programs under the terms and conditions of the Tri-County ROP Board Policy and Regulations, and in compliance with the California State Plan for Vocational Education, Title V, California Administrative Code, and the Education Code.
2. The District shall cooperate with Tri-County ROP by providing administrative services, including: admission, counseling, registration, attendance, and achievement records, in the same manner as those maintained for any student in the District. The District also agrees to perform those functions required to effectively administer ROP programs, including supervision of ROP teachers and staff, instructional programs, budget management, recruitment of district students into ROP programs, and any other function as required by Tri-County ROP Board Policies and Procedures.

3. Work with the Tri-County ROP Director and staff, if needed, in implementing curriculum changes or Career Technical Education (CTE) course offerings that are mandated by Federal or State law.
4. Submit all necessary data in a timely manner including: course changes, master schedules, bell schedules, enrollment reports, attendance, mark reporting, and follow-up information.
5. Maintain an inventory of capital outlay items purchased with Tri-County ROP funds at the district office. All changes in ROP inventory will be reported to the ROP administrative office within 30 days, including the disposal of ROP inventory that is broken, obsolete or otherwise unusable. (See Tri-County ROP Policy #3017.1)
6. Organize Employer Advisory Committees for each course whose membership shall include a majority of business/industry representatives relative to the course taught as required by Tri-County ROP Board Policy and Regulations and California Education Code. Employer Advisory Committees meet once each program year. Students, instructional aides, other site teachers and site administrators who attend are not to be considered members of the Employer Advisory Committee.
7. Attend the Tri-County ROP Steering Committee meetings scheduled five times per year and other meetings as required. The Tri-County ROP Steering Committee, at the request of the District, may approve the membership of an alternate voting member, such as a vice-principal or other appropriate candidates, with the approval of the ROP Director. (See Tri-County ROP Policy #3013.2)
8. Maintain the health and safety of employees, students, and others as it relates to Tri-County ROP classrooms and worksites. (See Tri-County ROP Policy #6015.2)
9. Tri-County ROP agrees to reimburse the District, based on the 2007-08 base cap a.d.a., \$68.00 per a.d.a. for reimbursement of expenses incurred in providing administration services to benefit Tri-County ROP students as outlined in this contract, not to exceed

\$18,359. This funding is flexible and may be used for either instruction or administration.

**B. INSTRUCTION:**

1. The District is a public school district with extensive capabilities and experience in career-technical instruction and training and employs teachers holding valid California teaching credentials for each career-technical program covered by this agreement.
2. The District operates on a basis of sound administrative policies, adheres to ethical practices, and declares financial resources are adequate to insure operation for the duration of this contract.
3. The District provides facilities that meet requirements of state and local safety and health regulations and its equipment and instruction material are adequate and suitable for the courses offered and the number of students in attendance.
4. The District shall provide qualified instructors, instruction, training, and other services for students enrolled in sections funded by Tri-County ROP.
5. The District has signed an agreement with the Sutter County Superintendent of Schools and other participating school districts establishing the respective rights, duties, and obligations with respect to participating in the Tri-County ROP
6. The Tri-County ROP and/or any agency contracting with the Tri-County ROP will not discriminate on the basis of race, color, national origin, religion, sex, age, or handicap in its educational programs, activities or employment practices as required by Title VI of the Civil Rights Act of 1964, Title of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Vocational Education Act of 1976

7. The District maintains current, accurate records of students' attendance and progress and consents to inspection by authorized representatives of Tri-County ROP
8. Should any course not be approved by the California State Department of Education, the District will be notified in writing by Tri-County ROP and the course will be dropped from the District's master schedule.
9. Tri-County ROP will reimburse the District based on the 13/14 budget submitted for eleven (36) sections of career-technical education program(s), not to exceed \$726,835, for the benefit of qualified students of the District under the California State Plan for Vocational Education and Federal Vocational Education Act, as amended through this agreement with the District, in order to prepare such students for immediate employment and/or advanced training.

**C. BUDGET AND REIMBURSEMENT:**

1. Following ROP policies and procedures and subject to funding received by the State of California, develop and submit budgets for each program to be funded. Budget forms provided by Tri-County ROP must be used and submitted by deadlines given. Budgets must be approved prior to the beginning of the new school year.
2. The District agrees to maintain internal control records for each of the Tri-County ROP courses operated. Such records shall be kept according to standard guidelines followed on all federal and/or state funded programs.
3. Sutter County Superintendent of Schools agrees to reimburse the District for actual Tri-County ROP expenditures, not to exceed the total of the Tri-County ROP contract.
4. Districts shall submit a mid-year invoice for reimbursement of actual expenditures from July 1, 2014 – December 31, 2014 which is due January 16, 2015. Districts may submit a 2<sup>nd</sup> invoice for reimbursement of actual expenditures from January 1, 2015 – March 31, 2015 which is due April 17, 2015. The 2<sup>nd</sup> invoice is optional, however if you opt out of



the 2<sup>nd</sup> reimbursement schedule, a financial report showing all actual expenditures from July 1, 2014 – March 31, 2015 will be due April 17, 2015 to ensure Tri-County ROP will meet Maintenance of Effort (MOE) requirements. Districts shall submit a 3<sup>rd</sup> invoice for reimbursement with the balance due payable upon receipt of a final accounting statement showing all actual expenditures within sixty days of the close of the 2014-2015 school year. This accounting statement shall accompany the final invoice from the District.

5. Accounting statements, forms and related records shall be subject to audit by the Sutter County Superintendent of Schools
6. Audit findings caused by the District's failure to comply with the Tri-County ROP policies and procedures and/or California education codes are the sole responsibility of the District. Any disallowed costs, i.e. loss of generated ADA or other monetary loss, will be borne by the District. Any funds budgeted by the District for a new course that does not receive approval by the Sutter County Superintendent of Schools and the California Department of Education will not be reimbursed to the District.
7. No contract may be made in the name of Tri-County ROP without the consent of the Tri-County ROP Director and the Sutter County Superintendent of Schools.

This agreement shall become effective on July 1, 2014, and continue for a period of one year. It may be modified or amended at any time by mutual consent. This agreement supersedes all prior agreements between parties with regard to student contracted career-technical education and training. This contract is subject to review and renewal annually. The essence of the contract is good faith and cooperation between the contracting parties.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first agreed.

APPROVAL BY THE CONTRACTING AGENCIES:

Bill Cornelius

Bill Cornelius, Superintendent  
Sutter County Superintendent of Schools

Date 5-12-14

\_\_\_\_\_  
Dr. Gay Todd, Superintendent  
Marysville Joint Unified School District

Date \_\_\_\_\_

Randy A. Page

Randy A. Page, Director  
Tri-County ROP

Date 5-12-14

\_\_\_\_\_  
Gary Cena, Principal  
Marysville High School

Date \_\_\_\_\_

\_\_\_\_\_  
Bob Eckardt, Principal  
Lindhurst High School

Date \_\_\_\_\_

May 19, 2014

MJUSD  
Personnel Dept.  
MAY 30 2014

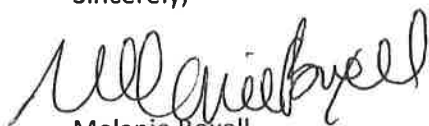
Dear Toni,

RECEIVED

Thank you for providing an enriching and exciting environment in which to work. I have enjoyed getting to know the staff and the programs offered through Marysville Joint Unified School District. Given my need for full time employment, it is with a heavy heart that I am resigning at the end of my current contract (2013-2014 school year).

If, in the future, a full time position were to become open, I would hope the district would consider my application.

Sincerely,

  
Melanie Boxall

**Yvonne Sanchez**

---

**From:** Jodi Chisler  
**Sent:** Saturday, May 31, 2014 3:40 PM  
**To:** Yvonne Sanchez  
**Subject:** Resignation Information

  
6/2/14

Hi Yvonne,

As you may remember, my husband is in the Air Force and we are being transferred to Monterrey this coming fall where he will attend the Naval Post Graduate School. With this news, I would like to resign from my current position so that a new teacher may be hired sooner than later at Olivehurst. Please let me know what I need to do in order to make my resignation official. Also, I wanted to make sure this will not affect the rest of my salary that is due to me and/or if it will affect my insurance coverage.

Thanks so much for your help!

Jodi Chisler

Kindergarten Teacher

Olivehurst Elementary

(530) 741-6191

36

MJUSD  
Personnel Dept.

MAY 16 2014

RECEIVED

## Edgewater Elementary School

5715 Oakwood Drive, Marysville, CA 95901  
Phone: (530) 741-0866 Fax: (530) 741-1332  
Principal, Lori Guy



May 14, 2014

Dear Mr. Carreon,

I have worked twenty-two years for Marysville Joint Unified School District as a Special Education Teacher. I have now reached the two magic retirement numbers 65 and 30 years of teaching, it is time for me to step down and let the younger generation take over.

I have enjoyed teaching both at Cedar Lane and Edgewater Elementary Schools. I have been blessed to work under wonderful administrators and staff members. My career at Edgewater Elementary has been a supportive and a positive experience due to Lori Guy's leadership.

I want you, Mr. Carreon, to know how much it meant to me when you showed support and confidence in my teaching.

My last day as a teacher will be on June 13, 2014. From that day on, the next chapter of my life, I will be a retiree.

Thanks to all who helped me grow as a teacher.

Sincerely yours,

Sheryl Crocker

Beverly Miller  
7601 Highway 70  
Marysville, CA 95901

MJUSD  
Personnel Dept.  
MAY 28 2014  
RECEIVED

May 27, 2014

Lisa Goodman, Principal  
Browns Valley Elementary School  
9555 Browns Valley School Road  
Browns Valley, CA

Dear Lisa,

Please accept this letter as notification of my retirement from the Marysville Joint Unified School District. I plan to retire at the end of the 2014 school year from the kindergarten teaching position at Browns Valley Elementary School.

I wish you and the students of Browns Valley School all the best in the years to come. Furthermore, I know that you will hire a teacher who has a true and inspirational heart for kindergarten.

Sincerely,

*Beverly Miller*

Beverly Miller

MJUSD  
Personnel Dept.

JUN 11 2014

RECEIVED

Patricia Price  
6353 Griffith Avenue  
Marysville, CA 95901

Dear Mr. Eschemam,

It is with a grateful heart I inform you of my intentions to retire from my position with Marysville Joint Unified School District, June 13<sup>th</sup>, 2014 by taking advantage of the Early Retirement Incentive.

My role in MJUSD started many years before my 26 years as an employee. I will end this chapter of my adulthood with the acknowledgments of the overall support I have received from principals, coworkers and friends of our district. I began my involvement with MJUSD as a young, shy (yes hard to believe Mother.) Though the constant support and encouragement from the principals and teachers of Mary Covillaud Elementary I have truly changed the course of not only my life but, my extended family. To misquote one of my favorite authors, "Oh the places I went and the things I did."

I am looking forward to the next adventure and a continued role in our district as Great Auntie and Grandmother.

With Warmest Regards,



Patricia M. Price

5/27/14

*[Signature]*  
5/27/14

TO: MJUSD  
FROM: Deborah S. Willsey

I'd like to inform you that I plan to retire at the end of this year. My last day will be 6/13/14. Thank you for being a great district.

*Deborah Willsey*

MJUSD  
Personnel Dept.  
MAY 27 2014

RECEIVED



JUN 11 2014

RECEIVED

June 5, 2014

Ramiro Carreón  
Assistant Superintendent  
Personnel Services

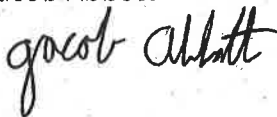
Mr. Carreón;

Please accept this letter as notice of my resignation from my position as a Para Educator for Special Education at Lindhurst High School. My last day of employment will be June 13, 2014. Unfortunately I was not able to work my school schedule next semester so that I can continue working at Lindhurst. I have class every day, throughout the day and will also be interning for the Sac State Newspaper.

Thank you for the Amazing opportunity to work with the students for the last 2 years. I have enjoyed working with each and every one of them, along with the Teachers and staff. I have learned a lot working with the students and I have tried to instill positive encouragement that they can make goals for their life and go on to further their education.

Respectfully,

Jacob Abbott



June 2, 2014

Sadie Cozine  
1312 Nadene Drive  
Marysville, CA  
95901

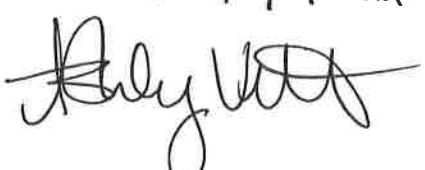
MJUSD  
Personnel Dept.  
JUN 03 2014  
RECEIVED 

Dear Ashley Vette,

I am writing you to inform you that I will be resigning from my position as After School Program Support Specialist effective June 13<sup>th</sup> 2014.

Sincerely,

Sadie Cozine

Received 6/2/14 via email.  


42

MJUSD  
Personnel Dept

MAY 28 2014

RECEIVED



May 28, 2014

Marysville Unified School District,

Consider this my letter of resignation from the position of Para-Educator for the school year 2014-2015. Because of family obligations I will be unable to return to the position. My last day will be June 30, 2014. I have appreciated being employed for MJUSD and it is my hope I have served as a quality employee. Thank you for entrusting me with the responsibilities I was assigned.

Sincerely,



Helen Gomez

MJUSD  
Personnel Dept.

JUN 12 2014

RECEIVED



June 11, 2014

To Marysville Joint Unified School District,

I, Tricia Hill will be terminating my position as a Para-Educator in the ROP Hospital/Community Health Services class. My last day will be this Friday, June 13, 2014.

I want to thank you for the opportunity to work in such a fun, positive atmosphere. I have enjoyed working with the administrative staff at Marysville High School. Most of all I enjoyed working with Kim Hellwig and all of the great students.

Thank you

Tricia Hill



Braden Knudson  
PO Box 72  
Browns Valley, CA 95918  
(530)770-3755  
braden.knudson@gmail.com

MJUSD  
Personnel Dept.

JUN 03 2014

RECEIVED

3 June 2014

Braden Knudson  
Para Educator  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Dear Mr. Grecco:

I would like to inform you that I am resigning from my position as Para Educator for the Marysville Joint Unified School District, effective June 13.

Thank you for the opportunities for professional and personal development that you have provided me during the 2013-2014 school year. I have enjoyed working at North Marysville High School and the support provided me during my time at the school.

If I can be of any help during this transition, please let me know.

Sincerely,



Braden Knudson

RECEIVED

JUN 11 2014

Personnel Dept.

MJUSD

June 11, 2014

Please accept my resignation as a STARS afterschool provider, effective Friday, June 13, 2014.

I will be living out of the country for the next two years.

I feel very fortunate to have been able to work for Marysville Joint Unified School District this school year.

Sincerely,

Jordan Littlefield

MJUSD  
Personnel Dept.  
JUN 11 2014  
RECEIVED

June 8, 2014

To whom it may concern in the Marysville Joint Unified School District,

I am resigning my position as a Para Educator for Lindhurst High School. The 2013/2014 school year is my final year at Lindhurst, I will not be returning for the 2014/2015 school year. I have enjoyed my years working for MJUSD and the experience I have gained. I will miss the many good teachers I have worked with as well as the children and am grateful for the lessons learned from my time here.

Thank you,

  
Laura Morrison

MAY 21 2014



RECEIVED

Marta Villaseñor

May 20, 2014

Marysville Joint Unified School District  
1919 B St.  
Marysville, CA. 95901

Dear Mr. Carreón,

This letter is to inform you that I'm resigning from my position as High School Attendance Clerk at Lindhurst High School as of May 30. 2014.

Thank you for the opportunities for professional and personal development that you and Bob Eckardt have provided me for the term of my employment with the Marysville School District.

I cannot say enough great things about Lindhurst High School, the district and the people I've worked with. It has been a very rewarding experience.

Thanks again for everything.

Sincerely,



Marta Villaseñor

cc: Bob Eckardt



Letter of Resignation

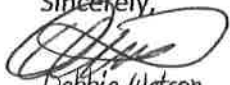


Debbie Watson  
SARB Secretary  
8245 Sunnyside Lane  
Oregon House, CA 95926

Dear Jolie Carreón,

I am resigning from my position as the SARB Secretary as of June 27, 2014.

Sincerely,



Debbie Watson

May 27, 2014

MJUSD  
Personnel Dept.

MAY 27 2014

RECEIVED

# SchoolMessenger Renewal Authorization

## ACCOUNT INFORMATION

District Name: Marysville Joint Unif Sch Dist - 00148841

Annual Rate: \$ 9,600.00 Authorization Date: April 29, 2014

Reference Quote #: 58647 Renewal Date: July 1, 2014

## ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

**1. License Grant.** Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

**2. License From District.** Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

**3. Term and Termination.** This agreement will commence on the Authorization Date and continue for 12 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

**4. Transmission Of Data.** Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

**5. Limitations Of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: \_\_\_\_\_ Date: June 24, 2014  
(or initials if signing electronically)

Name: Gay Todd Title: Superintendent

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**EDUCATION PROTECTION ACCOUNT ESTIMATED ALLOCATIONS & APPROPRIATIONS**

<b>Education Protection Account (EPA) Budget</b> <i>Fiscal Year Ending June 30, 2014</i>	
	Amount
<b>BUDGETED REVENUES:</b>	
General Purpose Funds	\$46,223,295
EPA Factor	18.6%
Estimated EPA Funds	\$8,576,133
<b>BUDGETED EXPENDITURES:</b>	
Certificated Instructional Salaries	\$7,552,737
Certificated Instructional Benefits	\$1,023,396
	<b>\$8,576,133</b>

<b>Education Protection Account (EPA) Budget</b> <i>Fiscal Year Ending June 30, 2015</i>	
	Amount
<b>BUDGETED REVENUES:</b>	
General Purpose Funds	\$46,223,295
EPA Factor	19%
Estimated EPA Funds	\$8,576,133
<b>BUDGETED EXPENDITURES:</b>	
Certificated Instructional Salaries	\$7,552,737
Certificated Instructional Benefits	\$1,023,396
	<b>\$8,576,133</b>

**EPA ESTIMATED ALLOCATIONS & APPROPRIATIONS - MCAA**

<b>Education Protection Account (EPA) Budget MCAA</b> <i>Fiscal Year Ending June 30, 2014</i>	
<b>BUDGETED REVENUES:</b>	Amount
General Purpose Funds	\$2,185,598
EPA Factor	18%
Estimated EPA Funds	\$390,602
<b>BUDGETED EXPENDITURES:</b>	
Certificated Instructional Salaries	\$351,577
Certificated Instructional Benefits	\$39,025
	<u>\$390,602</u>

<b>Education Protection Account (EPA) Budget MCAA</b> <i>Fiscal Year Ending June 30, 2015</i>	
<b>BUDGETED REVENUES:</b>	Amount
General Purpose Funds	\$2,185,598
EPA Factor	18%
Estimated EPA Funds	\$390,602
<b>BUDGETED EXPENDITURES:</b>	
Certificated Instructional Salaries	\$351,577
Certificated Instructional Benefits	\$39,025
	<u>\$390,602</u>

# Marysville Joint Unified School District

## Resolution 2013-14/35

### EDUCATION PROTECTION ACCOUNT

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012; and

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts; and

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government; and

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

**WHEREAS**, each community college district, county office of education, school district, and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36; and

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board on June 24, 2014; and
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Marysville Joint Unified School District has determined to spend the monies received from the Education Protection Act as noted in the attached expenditure report.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 24<sup>th</sup> day of June, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent  
*Secretary - Board of Trustees*

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Frank J. Crawford  
*President - Board of Trustees*

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