



Approved by the Board of Trustees at the _____ board meeting.

Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☐ Add as a Supplement ☐ Existing textbook/reordering
☒ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☒ NEW COURSE: AP Chemistry

For use beginning with the semester of:

☒ Fall ☐ Spring Year 2013-2014

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title Zumdahl AP Chemistry 9th Edition

Author Steven Zumdahl Publisher Brooks/Cole Cengage Learning

Copyright 2014 Brooks Cole Price \$ 160.00 ISBN # 13:978-1-133-61110-3 ISBN -10: 1-133-61110-9

School Marysville High School Teacher/Department Requesting Michelle Woodward

Funding Source _____ Grade Level(s) 11th & 12th

Title of Course/Subject Advanced Placement Chemistry

Course Description(s) Covered AP Chemistry

Does this textbook(s)/material(s) cover the content standards?

+

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? AP Chemistry is not currently offered at other MJUSD high schools

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☒ Yes ☐ No

If no, why not? _____

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☐ Yes ☒ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.) _____

Please contact Geu Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

This is an advanced chemistry course. A prerequisite to this course is that students have to have completed regular chemistry. This course is an acceleration/enrichment to all of the California Chemistry Core Content Standards.

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☐ Yes

☒ No

Course Length One Year (two semesters) Credits Five credits each semester for a total of ten(10).

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s)

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

Principal Approval:

Date

Date

Approval:

Lennie Tate, Executive Director of Educational Services

Date

☒ Approved ☐ Denied

7/14/05
revised 3/28/05

2

Please contact Geu Thao (749-6161) if you have any questions or need assistance.

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888



Service Agreement

Company Address 32 West Center Street
Midvale, UT 84047
USA

Created Date 7/25/2013
Expiration Date 8/31/2013
Quote Number 00006188

Terms and Termination

School Improvement Network agrees to deliver a total of five days of onsite implementation services to Marysville Joint Unified prior to August 31, 2014. Onsite implementation services are scheduled for two days in August 2013 as part of the district's professional development training while the remaining three days will be scheduled throughout the 2013-2014 school year.

School Improvement Network agrees to work with the district to schedule these onsite implementation services on dates mutually agreed upon by both parties.

Contact Information

Prepared By Ben Forbes
Phone 801-758-9767
E-mail ben.forbes@schoolimprovement.com
Bill To Name Marysville Joint Unified
Bill To 1919 B Street
Marysville, CA 95901
USA

Contact Name Lennie Tate
Phone 530-749-6902
Email ltate@mjusd.k12.ca.us
Ship To Name Marysville Joint Unified
Ship To 1919 B Street
Marysville, CA 95901
USA

Product	Line Item Description	Quantity	Sales Price	Total Price
Onsite Training	2 days of onsite professional development training with Heidi Hayes Jacobs and Ann Johnson and three days of additional onsite product implementation	5.0	\$2,895.00	\$14,475.00
	Subtotal		\$14,475.00	
	Grand Total		\$14,475.00	

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

Agreed and Accepted

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

Purchase via (Check the desired option):

____ Purchase Order Number: _____

☒ Purchase Order Number will be mailed within fourteen days

____ Check will be mailed within fourteen days

Marysville Joint Unified

Date: _____

Signature: _____

Name: Gay Todd Ed. D.

Title: Superintendent

School Improvement Network

Date: _____

Signature: _____

Name: _____

Title: _____

Sacramento Office of Education County



P.O. Box 269003
Sacramento, CA 95826

MEMORANDUM OF UNDERSTANDING Agreement EMS# 0551

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and **Marysville Joint Unified School District**, hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to the staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing not less than seven business days prior to the first day of service.

SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:
Becky Sullivan
916-228-2220
bsullivan@scoe.net

Services provided by:
Lois Mendoza
916-228-2632
lmendoza@scoe.net

2. Provide the following service:

- a. Provide a maximum of 50 days of site-based professional development to support teachers and administrators in the implementation of the Common Core State Standards (CCSS) for English Language Arts and Literacy, as well as support for student subgroups.
- b. 50 days
- c. Service Dates
 - i. July 1, 2013 – June 30, 2014
- d. Teachers and Administrators
- e. Location of the service

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

3. Provide an evaluation of services.
4. Provide training materials. All instructional materials provided by SCOE are copyrighted.
5. Invoice district upon completion of services.

Billing address:

Same as above

MEMORANDUM OF UNDERSTANDING
Agreement EMS# 0551

District agrees to:

1. Provide a primary contact person for all work under this MOU. The contact will be:
Lennie Tate, Executive Director Educational Services
530-749-6159
ltate@mijusd.com
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility, insurance, and indemnification.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g. Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

Fee Structure:

- a. \$650.00 per day for 50 days = \$32,500.00
- b. **Total:** \$32,500.00

Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

SCOE and District shall monitor this agreement to oversee implementation of services.

Sacramento County Office of Education:
Mark Vigario, Assistant Superintendent,
Educational Services

Marysville Joint Unified School District:
Gay Todd, Superintendent of Schools

Signature and Date  8/5/12

Signature and Date _____

Ramiro Carreon

From: Alison Allread
Sent: Monday, June 24, 2013 12:42 PM
To: Ramiro Carreon
Cc: Ashley Vette
Subject: STARS

MJUSD

Personnel Dept.

JUL 1-8 2013

RECEIVED

Dear Mr. Carreon,

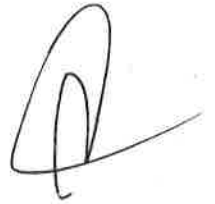
After much consideration, I have decided to resign as Area Supervisor for the STARS Program, in order to accept the position of After School Program Support Specialist at Mary Covillaud School. My last day of work as a supervisor was June 13, 2013.

Thank you for taking the time to go over my options with me. It was not an easy decision, but being able to stay with the STARS Program and stay at Covillaud, is a compromise I am happy to make.

Sincerely,

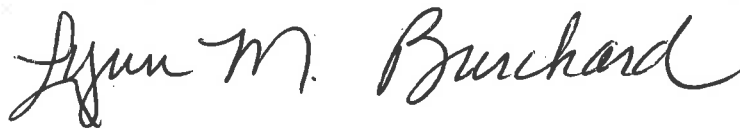
Alison Allread

23 July 2013



To Whom It May Concern:

I, Lynn M. Burchard, am tendering my resignation, from MJUSD, Cedar Lane Elementary School, and effective 23 July 2013. I have loved working for MJUSD at Cedar Lane Elementary School. I have the opportunity and have accepted a job at Meridian School District and this is a full time job.



V/R

Lynn M. Burchard

11713 Vickie Drive

Loma Rica, CA 95901

530-743-2416

lburchard@att.net

MJUSD
Personnel Dept.

JUL 24 2013

RECEIVED

Luz Carmen Adame Garcia
2529 Maple Street
Sutter, CA 95982
(530) 402-4087 home
(916) 425-4298 cell
Carmen.garcia87@hotmail.com

MJUSD
Personnel Dept.

JUL 31 2013

RECEIVED



July 24, 2013

Marysville High School
12 E 18th Street
Marysville, Ca 95901

To whom it may concern,

I regret to inform that I am resigning from my position as a Para-educator at Marysville High School. I will not be returning to work on August 19th 2013.

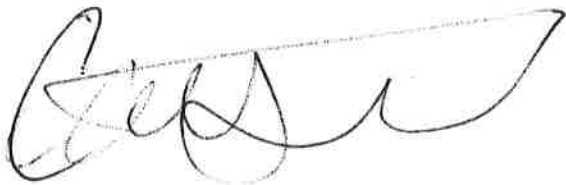
I will be working as a School Age Teacher for Marysville Unified School District. I am really looking forward to the new direction of my career, even though I will miss all the students, teachers, and co-workers, I got to know and adore.

Thank you for the support and opportunities that have been provided for me during these last two years. I have enjoyed my time within the high school.

I wish the school the best. Thank you for have giving me the chance to work at MHS, I meet a lot of wonderful students and individuals.

Have a great day!

Sincerely,



Luz Carmen Adame Garcia

Pam Kenney

613 E. 21st Street, Marysville, CA 95901
Hm: (530) 742-1975 –Cell: (530) 632-2104 : pkenney@mjustd.net

MJUSD
Personnel Dept.

JUL 30 2013

RECEIVED

July 30, 2013

Mr. Carreón
Marysville Joint Unified School District
Assistant Superintendent
Personnel Services
1919 B Street
Marysville, CA 95901

RE: Maryville High School - Financial Bookkeeper II

Dear Mr. Carreón,

I am writing to notify you that I am resigning from my position as a Para- Educator at Cedar Lane Elem. School to begin my new position at Marysville High School.

Thank you so much for giving me this opportunity.

Sincerely,


Pam Kenney

Ashley Rich
1610 9th Avenue
Olivehurst, Ca. 95961
July 30, 2013

MJUSD
Personnel Dept.

JUL 31 2013

RECEIVED

Marysville Joint Unified School District

Attn: Melanie Stanaland

Please accept my resignation for the Lindhurst High School Para Position, effective Friday, July 25, 2013.

I feel very fortunate for the opportunity that MJUSD has given me over the years. I loved all my positions with MJUSD. Lindhurst High School was not a good fit for me from day one. I stuck it out for the entire school year but, will not be returning to start a new year at Lindhurst High School. Sorry if this has caused any inconveniences. I am looking forward to further employment with this district in the future.

Sincerely,



Ashley Rich
Para Educator

Melanie Stanaland

From: Amanda Sprock
Sent: Monday, July 22, 2013 1:39 PM
To: Melanie Stanaland
Subject: resignation

MSUSE
Personnel Dept.

JUL 23 2013

RECEIVED

Hello Melanie,

This email is to inform the school district of my resignation. I have recently found a full time job so I will not be returning to work after the summer is over.

Amanda Sprock
Para-Educator, Ella Elementary School

12

July 14, 2013

Chelsea Stallings
2287 Acacia Ave.
Sutter, CA 95982

MJUSD
Personnel Dept.

JUL 17 2013

RECEIVED



STARS
1919 B St.
Marysville, CA 95901

Dear Ashley,

I am writing to inform you of my resignation to the STARS After School program through MJUSD. My wedding came together very fast and I will soon be joining my husband in San Diego. Originally, my husband was to be stationed aboard a ship and we were planning to have a "long-distance marriage" for the first several months. Miraculously, things have changed and we will be able to be together very soon. I will be moving to be with him in the next couple of weeks.

Sadly, I will not be returning to the STARS Program. The past 5 years at Covillaud School have been amazing. The connections I have made with my co-workers, students, and families will last a lifetime. I have grown as a person and have gained experience and knowledge that I can keep and apply to better my future career path. Thank you for the opportunity of being a part of a great team.

Sincerely,



Chelsea Stallings
Activity Provider

JUL 29 2013



RECEIVED

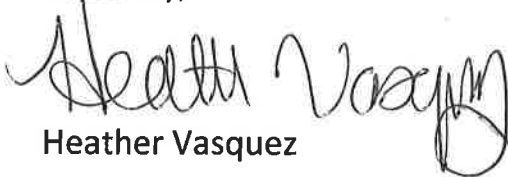
July 26, 2013

To: Who it may concern,

I would like to inform you that I am resigning from my position as Para Educator for the MJUSD effective July 26, 2013.

Thank you for the opportunities, I have enjoyed working for the school district.

Sincerely,



Heather Vasquez

MEMORANDUM OF UNDERSTANDING
between the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
and the
PARAGON COLLEGIATE ACADEMY

The Marysville Joint Unified School District (District) and the Paragon Collegiate Academy (Paragon), collectively the Parties (Parties), agree to the following Memorandum of Understanding (MOU).

I. RECITALS

- A. On December 11, 2012, The Board of Trustees of the Marysville Joint Unified School District approved the extension of the independent charter, Paragon Collegiate Academy, through June 2014. A copy of the approval of the extension is Attachment A to this MOU.
- B. One (1) of the contingencies which Paragon agreed to was that Paragon would diligently and in good faith make every reasonable effort to obtain independent Local Educational Agency (LEA) status for the purposes of special education services.
- C. Another of the contingencies which Paragon agreed to was that Paragon would execute an MOU with the District to address the relationship of the Parties regarding special education services for Paragon students.
- D. This MOU addresses the relationship of the Parties regarding special education services.

II. TERMS OF MOU

- A. Consistent with the terms of its Charter, Paragon has exercised its right to be deemed an independent LEA for special education purposes pursuant to Education Code section 47641(a); and
- B. Paragon has been accepted by, and shall participate in, the El Dorado Special Education Local Plan Area (SELPA) commencing 1 July, 2011; and
- C. At any time in its sole discretion, Paragon may choose to participate in a different SELPA as an independent LEA; and
- D. Should the District receive any special education funds for students attending Paragon, the District shall pass through such special education funds it receives to Paragon, on a pro rata basis, and Paragon shall be responsible for contracting with an outside vendor(s) to provide services to students with special education needs or for providing the services itself; and

- E. Except as provided in Section II.D herein, the District shall not be responsible for fees or costs incurred by Paragon to provide special education to students enrolled at Paragon; and
- F. The Parties acknowledge that the District has no liability or responsibility to provide special education services to students enrolled in Paragon and Paragon has not asked the District to provide any special education services; and
- G. The Parties further acknowledge that Paragon and its SELPA shall have the sole responsibility to provide special education services for students enrolled in Paragon, and the District shall neither incur nor be liable for expenses related to provision of such special education services without a prior written agreement with Paragon; and
- H. In the event that the District is required by an outside agency to provide special education services for students enrolled at Paragon, and as a consequence incurs special education fees or costs, the District shall provide written notice to Paragon prior to incurring such fees or costs and be reimbursed for same by Paragon within thirty (30) calendar days of Paragon's receipt of District's written invoice. Notwithstanding the prior notice requirement, the District is entitled to the reimbursement of any fees/costs that are the result of an outside agency requirement for the District to provide any special education services to students enrolled at Paragon; and
- I. Paragon shall indemnify and hold harmless the District for the 2013-2014 school year forward, for any and all liability arising from the provision of special education services to students enrolled in Paragon as provided in Section V, below. Any and all liability arising prior to the 2013-2014 school year shall be handled in accordance with the applicable MOU, if any, for the time period during which the alleged action or inaction which led to the liability occurred; and
- J. The Parties shall reasonably cooperate with each other in the implementation of this MOU.

III. TERM

This MOU shall run concurrently with the Charter approval as described in I.A. above.

IV. ATTORNEYS FEES

If suit is brought by either Party to this MOU to enforce any of its terms, the prevailing Party shall be entitled to recover their reasonable attorney's fees and costs.

V. HOLD HARMLESS

Paragon shall hold harmless, defend and indemnify the District and its officers, employees and agents against any and all actions, claims, complaints, charges, demands,

suits, compliance complaints, and due process filings, of any and all kind whatsoever arising from, or related to, the acts or omissions of Paragon, its agents, or employees, while performing special education services under this MOU and charter. It is specifically understood and agreed that such indemnification, defense and duty to hold harmless shall include Paragon's responsibility to reimburse the District for any and all costs arising out of or related to such action, claim, complaint, charge, demand, suit, compliance complaint and due process filing, including but not necessarily limited to: attorney's fees, District administrative staff time, investigation costs, mediation, settlement discussion, preparation, meeting time, expert witness fees, assessments, and resolution sessions.

VI. DISPUTES

Disputes arising under this MOU shall be submitted to non-binding mediation as a condition precedent to litigation. The mediator shall be a disinterested third person mediator selected and mutually agreed to by the Parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the Parties fail to select a mediator within fifteen (15) days of a Party submitting a written request for mediation, any Party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the Parties.

VII. ENTIRE AGREEMENT

This MOU represents the entire agreement between the District and Paragon with respect to the subject matter addressed herein and supersedes all prior negotiations, representations or agreements, either written or oral, as to that subject matter. This MOU may be amended or modified only by an agreement in writing, signed by both District and Paragon.

VIII. VENUE AND GOVERNING LAW.

Any action or dispute arising out of this MOU shall be brought before a court or mediator in Yuba County, California. This MOU shall be governed by the laws of the State of California.

IX. GOVERNING BOARD APPROVAL

This MOU and any amendment is subject to the approval of the respective Governing Boards of the Parties.

X. WAIVER

None of the provisions of this MOU shall be considered waived by either Party unless such waiver is mutually agreed upon, in writing, by the Parties.

XI. SURVIVAL

Section II.I and Section V shall continue in force and effect notwithstanding the termination or expiration of this Agreement.

XII. SEVERABILITY

Should any provision of this MOU be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this MOU. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this MOU reflect the true intent of the Parties as of the date of execution of this MOU.

Dated: _____

Dated: _____

Signature: _____

Signature: _____

Name: Gay Todd

Name: _____

Title: Superintendent, District

Title: _____, Paragon

18



SWIS™ and CICO-SWIS™ LICENSE AGREEMENT

Licensed Software and Internet Access Subscription

Authorized SWIS™ Facilitator:

Name: Rainbow Crane

Dated: Aug 5th, 2013

Note: This License Agreement (Agreement) must indicate the name of the Authorized Facilitator above for the school or institutional Licensee named in the Agreement, which follows.

IMPORTANT - READ CAREFULLY: This Agreement is a legal agreement between your organization or entity, (hereinafter referred to as "Licensee") and the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, an institution of higher education located in Eugene, Oregon ("Oregon") for use of the School Wide Information System™ ("SWIS™") or SWIS™ with Check-in/Check-out SWIS ("CICO™") as further described in Attachment A. This Agreement is effective as of the date of the Licensee's authorized signature below ("Effective Date").

LICENSEE INFORMATION

Organization: Marysville Joint Unified School District

Address: 1919 B St. Rm 109

Address: JPE, MHS, LHS, CLE, & YG

Licensee desires access to (Please choose one option):

☒ SWIS™ or ☒ SWIS™ with Check In/ Check out (CICO™)

BACKGROUND

1. Briefly, the School-Wide Information System (SWIS™) is a web-based information system designed to help school personnel to use office referral data to design school-wide and individual student interventions. The three primary elements of SWIS™ are:

- an efficient system for gathering information
- a web-based computer application for data entry and report generation
- a practical process for using information for decision making

2. SWIS™ with Check In/Check Out provides additional ability to enter Daily Report data for individual students and connect the Daily Report data to the student's office discipline referral history.

3. SWIS™ and CICO™ were developed at the University of Oregon, and Oregon may license it as an educational and research courtesy to Licensee in accordance with this Agreement. The University of Oregon is a collaborator working with educators across the United States to improve the effectiveness of schools, and is not a commercial vendor. All SWIS™ and CICO™ license fees are used to continue the maintenance and development of these tools for the education community.

NOW, THEREFORE, in consideration of the promises, conditions and representations contained herein, Licensee agrees as follows:

I. DEFINITIONS

1. Authorized Users

Authorized Users are those individuals officially affiliated with the Licensee that are located at an Authorized Site, use an Authorized Terminal, and are listed on the attached School Information form.

2. Authorized Site

An Authorized Site is one contiguous school office complex or building comprising the Licensee's administrative offices. Extensions or related offices located in separate locations are considered separate sites unless otherwise agreed to in writing by the Licensor. Authorized Sites are limited to one corporate school entity per building or campus.

3. School Information Form

The School Information Form (Attachment "B") is used to collect data to uniquely identify the Licensee school for inclusion in the SWIS™ database, to identify Authorized Users, and to summarize the Licensee school's overall necessary information to implement SWIS™ at the Authorized Site.

II. TERMS AND CONDITIONS

1. License Grant

Oregon hereby grants to Licensee a non-exclusive, non-transferable, license ("License") to use the SWIS™ software and web-based internet access system and database (hereinafter "Licensed Software") for non-commercial education and research purposes only. Such License includes the right to access the SWIS™ website and database and to generate reports using the Licensed Software. If Licensee has elected SWIS with CICO and paid the applicable fee, Licensee also has the right to access CICO as part of Licensed Software.

2. Access and Permitted Use and Support

- A. Access within the Authorized Site is restricted to Authorized Users. Only those Authorized Users' names submitted by the Licensee as part of the School Information Form may have access to the Licensed Software; any violation or unauthorized use constitutes cause for termination of the Agreement pursuant to Section 4.B(i). Additional information on security and confidentiality can be found in Attachment A.
- B. Licensee shall use reasonable efforts to ensure that only Authorized Users have access to Licensed Software and that such Authorized Users will not make any unauthorized copies nor transfer or aid in the transferring of software or any portion of data obtained thereby to any third parties. Licensee shall not transfer, sublicense or provide unauthorized access to the Licensed Software without prior written authorization from Oregon.
- C. Licensee shall have access to Licensed Software updates including distribution media and technical documentation and maintenance releases of Licensed Software (if any).
- D. Licensee shall have telephone and email support from Oregon between 8:00 AM and 5:00 PM Pacific Standard time, Monday through Friday, to the extent reasonably required by Licensee, and as staffing and schedule obligations of Oregon reasonably permit.

3. Payment

- A. Oregon will invoice Licensee by billing the Licensee or a Third Party Payer (as defined below) and such fee for services ("License Fee" as further specified in Attachment A) shall be due and payable upon receipt. Licensee may designate an entity other than Licensee (such as a state department of education) to pay the License Fee on Licensee's behalf ("Third Party Payer"), provided that the Third Party Payer submits signed billing information to Oregon to confirm that they will pay such License Fee and Oregon approves the Third Party Payer. The Licensee, directly or through its Third Party Payer, agrees to pay Oregon the appropriate License Fee within 30 days of receipt of the invoice from Oregon. Any payments provided by Licensee or by the Third Party Payer to Oregon shall be irrevocable by Licensee or Third Party Payer, except as provided in Section 4.B(ii), and shall be made in U.S. dollars.
- B. Licensee agrees to pay Oregon the appropriate License Fee specified below and on subsequent annual invoices, and on supplemental invoices, received, if any, if the Licensee adds additional Authorized Sites that are approved by Oregon.
- C. Licensee shall complete all financial administration required by Licensee.

4. Term and Termination

- A. Term. The initial term of this Agreement shall begin on the Effective Date and shall continue until the following August 31 ("Access Period") or until otherwise terminated in accordance with this Section 4. Upon receipt of a completed, signed License Agreement and receipt of the License Fee, SWISTM Licensed Software and website access will be activated.
- B. Termination.
- (i) Termination for Default. Breach of any material term or condition of this Agreement by Licensee shall be grounds, at Oregon's sole discretion, for immediate termination of this license. In the case of such termination by Oregon, License Fees shall be non-refundable. Breach of any material term or condition of this Agreement by Oregon shall be grounds, at Licensee's sole discretion, for immediate termination of this license, and in the case of such termination, Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon.
- (ii) Termination for Convenience. Either party may cancel the Agreement at any time by providing the other party with thirty (30) days prior written notice. In the case of such termination by Oregon, the Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon. In the case of such termination by Licensee, License Fees shall be non-refundable.
- C. No Use after Termination. Upon termination of this Agreement, Licensee and all Authorized Users shall cease using any portion of Licensed Software.
- D. Licensee's Obligations after Termination. Termination of this Agreement shall not extinguish any of Licensee's obligations under this Agreement which by their terms continue after the date of termination.

5. License Renewal

- A. At the end of the initial Access Period, Licensee may renew the Agreement for an additional one year Access Period by payment of an additional License Fee in response to an invoice from Oregon ("License Renewal"). Any renewal is subject to the approval of Oregon which may be granted or withheld in its sole discretion.

- B. If the License Renewal payment is not received within 60 days following the receipt by the Licensee of the invoice, access to Licensed Software system will expire. Oregon reserves the right to modify the terms of this Agreement for any renewal period including the modification of the fees for any renewal period upon thirty (30) days prior written notice.

6. Delivery

- A. The Licensed Software will be delivered using standard media and formats for use by the Licensee. It is the responsibility of the Licensee to establish and maintain Internet connections for access to the SWISTTM website and to provide and install suitable Internet web browsers and any other software necessary to access the SWISTTM Licensed Software system(s).
- B. Oregon shall use reasonable efforts to provide continuous availability of the Licensed Software through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, the loading of new information files, and downtime related to equipment or services outside the control of Oregon including public and private telecommunications services or Internet nodes or facilities.

7. Warranty and Indemnification

- A. Indemnification. To the extent permitted by law, Licensee hereby agrees to indemnify and hold harmless Oregon and its officers, directors, agents, volunteers and employees, from and against any and all claims, demands, damages, costs, and other related items ("Claims") arising or in any way connected with the use of or access to Licensed Software by Licensee or by any third party use of or access to Licensed Software through Licensee. Licensee assumes all liability for decisions made using Data reported from Licensed Software.
- B. NO WARRANTY AND LIMITATION OF LIABILITY. LICENSOR PROVIDES ACCESS TO LICENSED SOFTWARE ON AN "AS IS" BASIS. LICENSEE AGREES TO BEAR ALL RISKS ASSOCIATED WITH THE USE OF LICENSED SOFTWARE. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (EVEN IF LICENSOR KNOWS OF SUCH PURPOSE), OR THAT THE USE OF LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. LICENSEE HEREBY DISCHARGES AND RELEASES LICENSOR AND ALL OF ITS RESPECTIVE AGENTS, EMPLOYEES AND VOLUNTEERS, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTIONS, DAMAGES OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER WHICH MAY ARISE FROM OR IN CONNECTION WITH LICENSEE'S USE OF LICENSED SOFTWARE.
- C. Licensee acknowledges and agrees that Licensor's liability, if any, is subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes sections 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.

8. General

A. Assignment

This Agreement may not be assigned or transferred by Licensee.

B. Entire Agreement, Modification, and Waiver

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto. No waiver, consent, modification, or change of any terms of this Agreement shall be binding unless the



same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing.

C. Licensee's Authority

Licensee represents and warrants that the individual executing this Agreement on behalf of Licensee is duly authorized to execute and deliver this Agreement on behalf of Licensee in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

D. Force Majeure

Oregon's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

SWIST™ LICENSE AGREEMENT
Licensed Software and Internet Access Subscription

SIGNATURE PAGE

By authorized signature below, Licensee accepts and agrees to be bound by the terms and conditions of the preceding Agreement:

For Licensee:

Signature

GAY TODD

Printed Name

1919 B ST.

MARYSVILLE

Mailing Address

JPE, HHS, 46, LTB, CLE

School Name

MARYSVILLE, CA 95901

City, State

Date

8/13/13
~~7/22/13~~

Invoice/Billing:

MARYSVILLE JOINT

Business Name

JOLIE CARREON

Contact Person

Title COORDINATOR

1919 B ST.

City, State, Zip

carrem@mjpsd.com

Billing Contact E-mail address

Optional Data Sharing Agreement

In addition to receiving access to the Licensed Software, the Licensee, by signature below, agrees to share:

☐ SWIST™

☐ SWIST™ and Check In/Check Out (CICO™)

data in an anonymous format with the Technical Assistance Center for Positive Behavioral Interventions and Supports (PBISTA Center) projects at Oregon including State and District Evaluators for evaluation research and summary. It is understood that the projects are in compliance with the Family Educational Rights and Privacy Act, (34 CFR 99.31(6)) and human subjects regulations (Protection of Human Subjects 45 CFR 46). It is further understood that this consent may be withdrawn at any time for any reason by Licensee. Except as prohibited by law, this Optional Data Sharing Agreement shall be subject, as applicable, to the same terms as the License Agreement.

For Licensee:

Name

Date

Printed Name

Title

ATTACHMENT A

School Wide Information System – SWIS™

Background:

School-wide positive behavior support (“SWPBS”) is a behaviorally-based discipline approach designed to improve the educational and social environment for all students by making problem behavior less effective and relevant, and desired behavior more functional. Thousands of schools across the United States have adopted (or are adopting) SWPBS as an approach for improving their social culture and educational effectiveness. A central feature of SWPBS is the regular collection and use of data for decision-making. The School-Wide Information System (“SWIS™”) is a web-based information system which helps school personnel collect and use office referral data to design school-wide and individual student interventions as part of a SWPBS program.

SWIS™

SWIS™ is a web-based software system for collecting and summarizing office discipline referrals in schools. The system was developed by University of Oregon faculty in collaboration with elementary, middle (junior high) and high school personnel. The purpose of SWIS™ is to provide schools with accurate, efficient, practical information for decision-making about school-wide discipline.

SWIS™ was developed to be an efficient, reliable and confidential strategy for managing office-discipline referral information. SWIS™ can be used (a) for internal decision making as schools improve their discipline practices, (b) for support plan design with individual students and their families, (c) for reporting to district, state and federal agencies about school outcomes, and (d) as a method of collecting aggregated data across schools.

SWIS™ database is housed on a secure and dedicated server at the University of Oregon, and is managed by a systems operator employed by the Positive Behavioral Interventions and Supports Technical Assistance Center projects at the University.

Once a SWIS™ account is set up, the school staff enters office discipline referrals onto a protected, web-space. The data may be summarized to provide information about individual students, groups of students, or the entire student body over any specified time period. Both numerical printouts, and graphs (histograms) are created for use in decision-making. While SWIS™ is flexible and can be adapted to the needs of individual schools, the major uses involve monitoring (a) the number of office discipline referrals per month, (b) the type of problem behaviors leading to office referrals, (c) the locations of problem behavior events, (d) problem behavior events by time of day, and (e) the students contributing to office discipline referrals. The system uses a menu-based data entry process that makes data entry and report generation easy and efficient

Check-in/ Check-out SWIS (CICO™) is a separate application, embedded within SWIS™ that allows school personnel to monitor the daily progress of students who are using a Daily Report Card as part of their on-going behavior support. Students obtain feedback about their social behavior from adults within the school at the beginning and ending of each school day. Students may also receive feedback provided at multiple time periods throughout the day. The feedback provided on each student's Daily Report Card can be entered into CICO™ and graphic results can be produced by student. Summary data may also be reported for all students receiving support through CICO™. The purpose of the CICO™ application is to assist school personnel, families and students to monitor social progress, and to provide the professional accountability that is part of on-going behavior support.

FEES:

The annual fee for SWIS™ is \$250 per school per academic year. The annual fee for SWIS™ with CICO™ is \$300. Costs may also be identified for initial training if travel is required.

CONFIDENTIALITY AND SECURITY:

The following text summarizes the policies and practices currently in place for providing a confidential and secure environment for gathering, storing and using SWIS™ and CICO™ data:

Personalized Password. Security of SWIS™ and CICO™ data are enhanced through the personal selection of a seven-character password. The password is available to three individuals within the school, the local SWIS™ Facilitator, and the SWIS™ system operator. Access to the information for any specific school requires use of the individual password. A major security risk within SWIS™ lies in the possibility that an unauthorized individual will gain access to a school password. All school personnel using SWIS™ are encouraged to safeguard the school password with care.

Encrypted data transfer. Information sent to or from SWIS™ is encrypted en route to minimize the remote chance that the data could be re-routed and interpreted.

Unique server space. Each school sending data to SWIS™ has a protected and unique space on the SWIS™ servers. No individual or other school has access to the information from another school without use of the individualized school password.

The SWIS™ firewall is continuously monitored and upgraded. The SWIS™ database is protected by a stateful transport-layer firewall with a "default-deny" ruleset that restricts access to all ports except 80 (http) and 443 (https) on our web servers. All Internet access to our database servers is blocked, and under the "default-deny" firewall ruleset, the only network connections which are allowed are those that have been explicitly allowed. The effectiveness of this firewall in preventing unauthorized access to SWIS™ accounts is monitored continuously, and upgraded regularly.

Use of SWIS™ and CICO™ data within the School-wide PBIS Research Database. Most schools using SWIS™ and CICO™ have agreed to have their data added to a national research database funded by the U.S. Department of Education. The purpose of this database is to document large demographic patterns, and to allow schools to compare their ODR results with similar groups of schools (elementary, urban, etc). When a school agrees to allow their data to be used in the Research Database the following considerations are important.

1. All student and staff names are deleted before data are transferred to the research database.
2. Disclosures to individuals or organizations conducting research using data from SWIS and CICO comply with 34 CFR Sec. 99.31(6), the Department of Education's regulations implementing FERPA.
3. The research projects summarizing the information in SWIS™ and CICO™ have been reviewed and approved by the University of Oregon Internal Review Board for Protection of Human Subjects (45 CFR 46).
4. All data reported in research reports and presentations are done in aggregate format that prevents the identification of individual (a) students, (b) staff, or (c) schools.

We welcome questions and comments related to confidentiality and security of information entered into SWIS™ and CICO™. If you have additional questions, or suggestions please contact our Support Team (support@swis.org).

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2013 and ending June 30, 2014.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$56,673 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

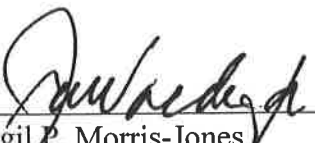
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel

Gay Todd, Ed. D.
Superintendent of Schools

28

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
Actual Salary & Benefit Cost: \$ 89,957	
<div style="display: flex; justify-content: space-between;"> Salary \$ 60,318 </div>	
<div style="display: flex; justify-content: space-between;"> Medicare 875 </div>	
<div style="display: flex; justify-content: space-between;"> PERS 11,426 </div>	
<div style="display: flex; justify-content: space-between;"> Health Ins 14,394 </div>	
<div style="display: flex; justify-content: space-between;"> Life Ins 31 </div>	
<div style="display: flex; justify-content: space-between;"> Unemployment Ins 302 </div>	
<div style="display: flex; justify-content: space-between;"> Workers Compensation 2,611 </div>	
Salary & Benefits to be paid by Yuba County Non-General Funds: (33,284)	
A Salary to be paid by Marysville Joint Unified School District:	
<div style="display: flex; justify-content: space-between;"> 1 - Deputy Probation Officer 38,000 </div>	
B. Benefits to be paid by Marysville Unified School District:	
<div style="display: flex; justify-content: space-between;"> Medicare 551 </div>	
<div style="display: flex; justify-content: space-between;"> PERS 7,199 </div>	
<div style="display: flex; justify-content: space-between;"> Health & Life Insurance 9,088 </div>	
<div style="display: flex; justify-content: space-between;"> Unemployment Insurance 190 </div>	
<div style="display: flex; justify-content: space-between;"> Workers Comp <u>1,645</u> </div>	
<div style="display: flex; justify-content: space-between;"> Subtotal Benefits: 18,673 </div>	
<div style="display: flex; justify-content: space-between;"> Total Salary and Benefits: 56,673 </div>	
TOTAL CONTRACT AMOUNT	\$56,673

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2013 and ending June 30, 2014.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$70,820 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:


Angil H. Morris-Jones
County Counsel

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 124,245
Salary	\$ 84,928	
Medicare	1,231	
PERS	16,088	
Health Insurance	18,931	
Life Insurance	31	
Unemployment Insurance	425	
Worker's Compensation	2,611	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(53,425)
A	Salary:	
	1 – Deputy Probation Officer	\$48,409
B.	Benefits:	
	Medicare	702
	PERS	9,171
	Health & Life Insurance	10,808
	Unemployment Insurance	242
	Workers Compensation	1,488
	Subtotal Benefits:	\$22,411
	Total Salary and Benefits:	\$70,820
TOTAL CONTRACT AMOUNT		\$70,820

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer or Supervising Group Counselor through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer or Supervising Group Counselor for 12 months beginning July 1, 2013 and ending June 30, 2014.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Supervising Group Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Yuba Gardens Intermediate School.
5. The Deputy Probation Officer or Supervising Group Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$93,937 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer or Supervising Group Counselor assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.


IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:



Angil P. Morris-Jones
County Counsel

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:

Gay Todd, Ed. D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
Actual Salary & Benefit Costs: \$ 102,105	
<div style="display: flex; justify-content: space-between;"> <div>Salary</div> <div>\$ 67,422</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Medicare</div> <div>0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>PERS</div> <div>12,772</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Health Insurance</div> <div>18,931</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Life Insurance</div> <div>31</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Unemployment Insurance</div> <div>338</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Worker's Compensation</div> <div>2,611</div> </div>	
Salary & Benefits to be paid by Yuba County Non-General Funds: (8,168)	
A Salary:	
<div style="margin-left: 40px;">1 - Deputy Probation Officer/Supervising Group Counselor</div>	62,028
B. Benefits:	
<div style="margin-left: 40px;">Medicare</div> <div style="margin-left: 40px;">PERS</div> <div style="margin-left: 40px;">Health & Life Insurance</div> <div style="margin-left: 40px;">Unemployment Insurance</div> <div style="margin-left: 40px;">Workers Compensation</div>	0 11,752 17,445 310 <u>2,402</u>
Subtotal Benefits:	31,909
Total Salary and Benefits:	93,937
	\$93,937

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Intervention Counselor or Deputy Probation Officer for 12 months beginning July 1, 2013 and ending June 30, 2014.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Intervention Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer or Intervention Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$56,339 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:



Angil P. Morris-Jones
County Counsel

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:

Gay Todd, Ed.D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 79,351
Salary	\$ 49,368	
Medicare	716	
PERS	7,369	
Health Insurance	19,009	
Life Insurance	31	
Unemployment Insurance	247	
Worker's Compensation	2,611	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(23,012)
A	Salary:	35,051
	1 – Intervention Counselor	
B.	Benefits:	
		508
	Medicare	5,233
	PERS	13,518
	Health & Life Insurance	175
	Unemployment Insurance	<u>1,854</u>
	Workers Compensation	21,288
	Subtotal Benefits:	56,339
	Total Salary and Benefits:	
TOTAL CONTRACT AMOUNT		\$56,339

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION No. 2013-14/04

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

WHEREAS, the California Commission on Teacher Credentialing requires that this **Declaration of Need for Fully Qualified Educators** be submitted to them each year before July 1;

WHEREAS, the Marysville Joint Unified School District must assure the Commission through a resolution that it has made reasonable efforts to recruit fully prepared teachers for all assignments;

WHEREAS, this assures the Commission that if a fully prepared teacher is not available, the district has made reasonable efforts to recruit for an individual in the following order:

- A candidate who is scheduled to complete initial preparation requirements with six months.
- A candidate who is qualified to participate in an approved internship program in the region of the school district.

NOW, THEREFORE, BE IT RESOLVED, that if a suitable individual who meets the priorities is not found, then the district may request approval for placement of an individual on an emergency permit. Failing to find an individual who qualifies for an emergency permit, the district may then request a credential waiver.

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Jeff Boom
President to Board of Trustees



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2013-2014

☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Marysville Joint Unified School District District CDS Code: 58-72736

Name of County: Yuba County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 8 / 13 / 13 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2013.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Ramiro G. Carreon</u> <i>Name</i>	 <i>Signature</i>	<u>Asst. Superintendent Personnel</u> <i>Title</i>
<u>530-741-7899</u> <i>Fax Number</i>	<u>530-749-6145</u> <i>Telephone Number</i>	<u>7/30/13</u> <i>Date</i>
<u>1919 B Street, Marysville, CA 95901</u> <i>Mailing Address</i>		
<u>ysanchez@mjuds.com</u> <i>E-Mail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

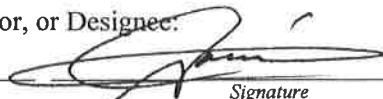
The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Ramiro G. Carreon

Name



Signature

Asst. Superintendent Personnel

Title

530-741-7899

Fax Number

530-749-6145

Telephone Number

7/30/13

Date

1919 B Street, Marysville, CA 95901

Mailing Address

ysanchez@mjusd.com

E-Mail Address

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	10
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization:	
<input type="checkbox"/> Resource Specialist	
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
Special Education	
TOTAL	20

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐

Yes

☒

No

If no, explain.

Does your agency participate in a Commission-approved college or university internship program?

☒

Yes

☐

No

If yes, how many interns do you expect to have this year?

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.
