

Includes Purchase Orders dated 04/01/2019 - 05/01/2019

Board Meeting Date May 28, 2019

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Abe Lincoln (50)</b>				
P19-03508	CDW-G COMPUTER CENTER	Admin CPU & Monitor	01-4410-1100	1,410.06
<b>Location After School Program (107)</b>				
P19-03310	SUTTER BUTTES COMMUNICATIONS	Radio Repair/ Edgewater/ Olivehurst	01-5641-6010	420.00
<b>Location Arboga Elementary (01)</b>				
P19-03397	Theresa L. Lieberman	Advancing ELA Wonders Training	01-5801-3010	2,300.00
P19-03402	READ NATURALLY	WIN Enrichment/HANSEN Rm 4	01-4300-3010	178.61
P19-03506	AssetGenie, Inc., dba AG iRepair	Chromebok Parts	01-4300-3010	113.55
P19-03651	AMAZON.COM	3rd Gr Classroom Supplies	01-4300-3010	1,503.12
<b>Total Location</b>				<b>4,095.28</b>
<b>Location Browns Valley Elementary (03)</b>				
P19-03324	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-1100	486.05
<b>Total Location</b>				<b>4,862.10</b>
P19-03335	LIBRARY VIDEO COMPANY	Library DVDs	01-4200-9010	522.07
P19-03419	AMAZON.COM	PE Curriculum supplies	01-4300-0004	223.71
P19-03427	AMAZON.COM	classroom supplies	01-4300-1100	232.86
P19-03509	TROXELL COMMUNICATIONS INC	Doc Cam	01-4300-0004	241.40
P19-03513	GOVCONNECTION, INC.	Epson Lamp for 83+	01-4300-1100	160.40
P19-03676	CDW-G COMPUTER CENTER	Laptop	01-4410-0004	990.85
<b>Total Location</b>				<b>7,719.44</b>
<b>Location Business Services (106)</b>				
P19-03353	Northwest Capital Recovery Grp	Utilities Audit Findings	01-5801-0000	1,335.16
P19-03616	SCHOOL SERVICES OF CALIFORNIA	CADIE Report 2017-2018	01-4300-0000	450.00
P19-03620	Capitol Public Finance Group	Facilities Consulting Services	01-5801-0010	50,000.00
P19-03637	Richard D. Teagarden	Consultant Services for Supt. Search Process	01-5801-0000	2,500.00
<b>Total Location</b>				<b>54,285.16</b>
<b>Location Categorical (203)</b>				
P19-03410	AMAZON.COM	DisplayPort to HDMI Cable for new monitor	01-4300-0003	11.91
<b>Location Cedar Lane Elementary (05)</b>				

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## Board Report with Fund-Object-Resource by Location

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Cedar Lane Elementary (05)</b>					
P19-03316	Rojelio Viramontez	Rojelio	01-5801-1100	2,500.00	
P19-03422	AMAZON.COM	Office order	01-4300-1100	24.83	
<b>Total Location</b>				<b>2,524.83</b>	
<b>Location Charter Academy For Fine Arts (42)</b>					
P19-03304	AMAZON.COM	Supplies - Dance	09-4300-0000	16.23	
P19-03305	AMAZON.COM	Supplies - Science	09-4300-0000	21.05	
P19-03330	GOVCONNECTION, INC.	Epson Lamps for 83+ and 83c	09-4300-0000	320.81	
P19-03425	AMAZON.COM	Supplies - Art	09-4300-0000	132.55	
P19-03445	Stagestep Inc	Supplies - Dance	09-4300-1100	2,856.46	
P19-03450	SUTTER COUNTY SCHOOLS	TCIP	09-5801-0000	6,650.00	
P19-03464	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science	09-4300-0000	282.84	
P19-03524	AMAZON.COM	Supplies - English	09-4300-0000	105.49	
			09-4300-7338	182.00	
P19-03548	SACRAMENTO THEATRICAL LIGHTING	Truss Rental	09-5630-0000	2,825.00	
P19-03577	B & H PHOTO	Supplies - Drama	09-4410-1100	3,800.21	
P19-03601	ALLYN SCOTT YOUTH & COMMUNITY CENTER	Extended hours	09-5630-0000	9,200.00	
P19-03663	SWEETWATER-MUSIC TECHNOLOGY DIRECT	Microphones	09-4410-1100	8,766.05	
<b>Total Location</b>				<b>35,158.69</b>	
<b>Location Child Development (51)</b>					
P19-03306	AMAZON.COM	noise cancelling headphones	12-4300-6105	68.65	
P19-03334	Frog Street Press, LLC	Pre Supplies	12-4300-6105	3,986.85	
P19-03336	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Fridge for MCC at Covillaud	12-4410-6105	540.17	
P19-03376	CONSCIOUS DISCIPLINE	Conscious Discipline Preschool Supplies	12-4300-6105	3,528.65	
P19-03384	AMAZON.COM	K. Woods - weighted blankets	12-4300-6105	172.92	
P19-03392	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather preschool Rhonda	12-4300-6105	552.00	
P19-03408	AMAZON.COM	Linda Pre Supplies Linda Duenas	12-4300-6105	27.95	
P19-03459	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Preschool Open PO	12-4300-6105	70,000.00	
			12-4410-6105	5,000.00	
P19-03460	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	School-Age Open PO	12-4300-6105	1,000.00	
P19-03461	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Preschool Linda Duenas	12-4300-6105	353.91	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Child Development (51) (continued)</b>				
P19-03463	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Rm B Jeanette	12-4300-6105	2,790.73
P19-03470	AMAZON.COM	Kathy Woods preschool supplies	12-4300-6105	1,288.18
P19-03471	AMAZON.COM	Arboga Preschool Rm B Jeanette	12-4300-6105	86.56
P19-03472	AMAZON.COM	Kwoods Preschool Supplies	12-4300-6105	324.43
P19-03473	SCANTRON	KWoods Scantron Supplies	12-4300-6105	859.43
P19-03474	CDW-G COMPUTER CENTER	Laptop	12-4300-6105	5,945.09
P19-03475	APPLE COMPUTER INC	iPads 128GB	12-4300-6105	1,747.67
P19-03486	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kathy Woods Preschool Supplies	12-4300-6105	833.37
P19-03497	Complete Book and Media Supply	Rainbow Fish and the Big Blue Whale	12-4300-6105	142.02
P19-03573	CDW-G COMPUTER CENTER	Monitors	12-4300-6105	631.46
P19-03593	KAPLAN SCHOOL SUPPLY	Arboga PreSupplies Rm A Maribel Garcia	12-4300-6105	318.28
P19-03646	AMAZON.COM	Kathy Woods - Sensory Supplies	12-4300-6105	5,754.09
P19-03647	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	59.05
P19-03659	AMAZON.COM	Kwoods Supplies	12-4300-6105	408.49
P19-03664	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	MCC Supplies Bernie Ridgeway	12-4300-6105	4,071.92
P19-03681	VERIZON WIRELESS	iPad 9.7 128 GB Joanna Hunt (New Line)	12-4410-6105	511.19
P19-03682	VERIZON WIRELESS	iPad 9.7 128 GB Araceli Raya (New Line)	12-4410-6105	511.19
<b>Total Location</b>				<b>111,514.25</b>
<b>Location Community Day School (54)</b>				
P19-03457	AMAZON.COM	Textbook Novels for English Class -per Mr. Gray	01-4100-0004	1,128.02
<b>Location Cordua Elementary (07)</b>				
P19-03347	AMAZON.COM	Cordua Classroom Items	01-4300-3010	174.61
P19-03351	AMAZON.COM	Classroom Items	01-4300-1100	38.45
P19-03362	NATIONAL GEOGRAPHIC SOCIETY	Subscription	01-5801-3010	82.50
P19-03396	Jones School Supply Co., Inc.	Recognition Pins and Lanyards - Targeted	01-4300-0003	647.91
P19-03400	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Items	01-4300-3010	843.65
P19-03401	SCHOOL SPECIALTY	Pencil grips	01-4300-1100	22.95
P19-03514	RENAISSANCE LEARNING, INC	Renaissance Subscription	01-5801-3010	638.68
P19-03555	AMAZON.COM	Technology items	01-4300-3010	77.91

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
<b>Location Cordua Elementary (07) (continued)</b>					
P19-03575	SCHOLASTIC LIBRARY PUBLISHING	Library Books (Kindergarten)	01-4200-3010	120.19	
P19-03650	AMAZON.COM	File Boxes	01-4300-1100	40.94	
P19-03670	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	STEM Items	01-4300-3010	870.23	
P19-03673	TROXELL COMMUNICATIONS INC	Tech Items	01-4410-1100	856.76	
<b>Total Location</b>				<b>4,414.78</b>	
<b>Location Covillaud Elementary (09)</b>					
P19-03490	KNOWBUDDY RESOURCES	Library books	01-4200-0003	529.39	
P19-03494	OLIVER WORLDCLASS LABS	Smart Flat Panel Boards & Mounts	01-4300-3010	936.56	
				01-4450-3010	28,298.34
<b>Total Location</b>				<b>29,764.29</b>	
<b>Location Custodial Supervisor (206)</b>					
P19-03683	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	114.20	
<b>Location Dobbins Elementary (11)</b>					
P19-03416	POSTMASTER	POST OFFICE RENTAL 18/19 S.Y.	01-5630-1100	116.00	
P19-03451	PEARSON ASSESSMENTS ORDER DEPARTMENT	Testing Materials - Kelly Bertsch	01-4300-6500	108.23	
P19-03452	PEARSON ASSESSMENTS ORDER DEPARTMENT	Testing Materials - Kelly Bertsch	01-4300-1100	90.49	
P19-03660	AMAZON.COM	Classroom Supplies	01-4300-1100	255.55	
<b>Total Location</b>				<b>570.27</b>	
<b>Location Edgewater Elementary (12)</b>					
P19-03331	New Management, Inc.	Locks	01-4300-1100	130.98	
P19-03333	TROXELL COMMUNICATIONS INC	Projector Mounts	01-4300-1100	235.99	
P19-03350	AMAZON.COM	Fourth Grade	01-4300-0004	48.41	
P19-03377	AMAZON.COM	Custodial	01-4320-0000	1,211.65	
P19-03409	AMAZON.COM	SECOND GR.	01-4300-0003	2,595.84	
P19-03565	Enchanted Learning	1 Year Renewal	01-5801-0003	150.00	
P19-03606	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-3010	6,787.28	
P19-03607	CDW-G COMPUTER CENTER	Student PCs	01-4410-3010	4,708.88	
P19-03608	CDW-G COMPUTER CENTER	Student PCs	01-4410-0003	1,569.63	
P19-03609	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	2,972.54	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Edgewater Elementary (12) (continued)</b>				
P19-03610	APPLE COMPUTER INC	iPad 32gb	01-4300-0003	3,394.93
P19-03611	CDW-G COMPUTER CENTER	Admin CPUs 2 Nurse, 2 Office	01-4410-1100	5,640.23
P19-03612	CDW-G COMPUTER CENTER	Laptops, 6 second grade	01-4410-1100	5,945.09
P19-03645	AMAZON.COM	Custodial	01-4320-0000	554.67
P19-03653	AMAZON.COM	FIRST GRADE	01-4300-0003	379.22
P19-03666	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	9,796.59
<b>Total Location</b>				<b>46,121.93</b>
<b>Location: Ella Elementary (13)</b>				
P19-03373	Raptor Technologies, LLC	Raptor Badges	01-4300-1100	108.25
P19-03379	GOVCONNECTION, INC.	Projector Lamps	01-4300-3010	933.55
P19-03403	READ NATURALLY	Signs for Sounds	01-4300-0004	178.61
P19-03418	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	144.49
P19-03429	American Flagpole c/o Specialty Bldg Components	Flagpole for new building	01-4410-1100	3,201.41
P19-03437	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	4,258.56
P19-03462	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	SUPPLIES	01-4300-0003	204.50
P19-03483	AMAZON.COM	Support Supplies	01-4300-0004	149.44
P19-03521	WEST MUSIC	Supplies	01-4300-0004	280.52
P19-03538	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	141.24
P19-03543	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	256.49
P19-03547	Complete Book and Media Supply	Workbooks	01-4300-0004	153.86
P19-03566	OFFICE DEPOT B S D	Supplies	01-4300-0003	70.84
P19-03576	OFFICE DEPOT B S D	Supplies	01-4300-0003	446.25
P19-03582	Really Good Stuff, LLC	Supplies	01-4300-0003	150.95
P19-03617	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies	01-4300-0003	38.70
P19-03632	CASH & CARRY	End of year BBQ	01-4300-1100	600.00
P19-03633	CASH & CARRY	End of Year Party	01-4300-1100	800.00
P19-03634	OFFICE DEPOT B S D	Supplies	01-4300-0003	159.78
P19-03658	AMAZON.COM	Learning Center	01-4300-1100	698.27
P19-03661	Teacher Synergy, Inc. Purchase Order Dept.	Supplies	01-4300-0003	194.38
P19-03671	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Supplies	01-4300-0003	102.42

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Ella Elementary (13) (continued)</b>				
P19-03672	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Supplies	01-4300-0003	217.69
<b>Total Location</b>				<b>13,490.20</b>
<b>Location Facilities (66)</b>				
P19-03826	PBK Architects, Inc	8196-Arboga K-8	24-5890-9010	35,675.00
<b>Total Location</b>			24-6220-9010	677,825.00
<b>Total Location</b>				<b>713,500.00</b>
<b>Location Foothill Intermediate (35)</b>				
P19-03370	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart	01-4410-3010	1,131.21
P19-03375	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	8,397.08
P19-03532	CDW-G COMPUTER CENTER	Student Printer - Library	01-4300-3010	323.25
P19-03539	AMAZON.COM	Promotion Cords	01-4300-1100	55.53
P19-03568	J L DESIGNS	Promotion Sashes	01-4300-0000	429.06
P19-03574	TROXELL COMMUNICATIONS INC	Smartboard Rails	01-4300-0004	420.01
P19-03580	PERMA BOUND	FHS - Library	01-4200-3010	3,945.52
P19-03581	GOPHER SPORT	FHS - Athletics	01-4300-0000	6,475.36
<b>Total Location</b>				<b>21,177.02</b>
<b>Location Grounds (65)</b>				
P19-03363	Scelzi Equipment, Inc.	Grounds/MN	01-4300-0000	101.97
P19-03503	BSN SPORTS	Grounds	01-4300-0000	755.50
P19-03504	TRUSCO MFG	Grounds	01-4300-0000	313.93
P19-03654	AMAZON.COM	Grounds/MN	01-4300-0000	21.64
P19-03669	VERIZON WIRELESS	Samsung Note9 Maurice Negueloua 530-682-0621	01-4410-0000	582.49
<b>Total Location</b>				<b>1,775.53</b>
<b>Location Indian Education (108)</b>				
P19-03361	Marcie Rose	H.S. Units	01-5801-4510	350.00
P19-03602	SUTTER ORCHARD SUPPLY	Native People's History Day	01-5630-4510	250.00
P19-03618	Charles J. Patalon	HS Units	01-5801-4510	175.00
P19-03619	CHEROKEES OF CALIFORNIA INC	HS Units	01-5801-4510	375.00
P19-03643	Ren J. Reynolds, Sr.	NATIVE PEOPLE'S HISTORY DAY	01-5801-4510	250.00
P19-03644	DEMCO	Indian Education	01-4300-4510	77.66

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Total Location				1,477.66

## Location Instruction (IMC) (110)

P19-03309	MCGRAW-HILL SCHOOL EDUCATION	Lectura Maravillas	01-4100-4201	5,291.14
			01-4100-4203	4.01
P19-03621	OFFICE DEPOT B S D	Office supplies	01-4300-0000	1,149.99
Total Location				6,445.14

## Location Johnson Park Elementary (15)

P19-03302	THE MARKERBOARD PEOPLE	Math dry erase sets	01-4300-0003	399.44
P19-03326	COSTA VIDA	Staff Lunch 3/11/2019	01-4300-1100	560.13
P19-03374	TROXELL COMMUNICATIONS INC	Headphones	01-4300-0003	1,299.00
P19-03382	SCHOOL SPECIALTY	Oil Pastels	01-4300-0003	36.96
P19-03414	SCHOOL SPECIALTY	Laminator	01-4410-0003	2,165.00
P19-03433	AssetGenie, Inc., dba AG iRepair	Chromebok Parts	01-4300-0003	174.12
P19-03512	Center for the Collaborative Classroom	SIPPS for classrooms	01-4300-3010	1,240.55
P19-03550	CDW-G COMPUTER CENTER	Monitor	01-4300-0003	331.37
P19-03551	CDW-G COMPUTER CENTER	Monitors	01-4300-1100	351.34
P19-03552	APPLE COMPUTER INC	iPad & Smart Cover	01-4300-0003	7,642.45
P19-03553	NWN CORPORATION	Printer	01-4300-0003	3,533.06
P19-03579	CDW-G COMPUTER CENTER	Digital Classroom Audio	01-4410-0003	7,664.10
P19-03584	TROXELL COMMUNICATIONS INC	Projector & Chromebok Cart	01-4410-0003	3,396.89
P19-03603	CDW-G COMPUTER CENTER	Laptops and PCs	01-4410-0003	16,166.77
P19-03622	GREENFIELD LEARNING, INC MULTIMEDIA SYSTEMS FOR TRAIN, Lexia Reading Core5 Program		01-5801-0003	11,000.00
P19-03635	AMAZON.COM	Supplies	01-4300-1100	685.26
Total Location				56,646.44

## Location Kynoch Elementary (17)

P19-03378	AMAZON.COM	Magnets	01-4300-9010	95.24
P19-03383	CAROLINA BIOLOGICAL SUPPLY CO	Rm 12 & 14, Lady Bugs	01-4300-9010	119.56
P19-03385	CDW-G COMPUTER CENTER	Student PCs	01-4410-3010	1,569.63
P19-03391	AMAZON.COM	Office Supplies	01-4300-1100	77.66
P19-03393	DEMCO	Library Demco order	01-4300-0003	204.54
P19-03412	AMAZON.COM	OFFICE, MR. PRESTON	01-4300-1100	323.37

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Location: Kynoch Elementary (17) (continued)				
P19-03413	AMAZON.COM	CLASSROOM USE, PER MR. PRESTON, CRAYONS.	01-4300-0003	437.40
P19-03417	TREASURE BAY, INC	OFFICE, PARENT INFORMATION MATERIALS	01-4300-0003	5,226.97
P19-03493	Cult of Pedagogy, LLC	SITE LICENSE	01-5801-3010	510.00
P19-03501	EMPIRE MINE STATE HISTORIC PARK	RM 22, CK REQUEST FOR TRIP.	01-5890-9010	132.00
P19-03526	AMAZON.COM	SCHOOL WIDE ORDER PER MR. PRESTON	01-4300-0003	1,059.33
P19-03527	AMAZON.COM	SPEAKERS FOR CLASSROOMS, PER MR. PRESTON	01-4300-3010	869.68
P19-03533	READ NATURALLY	CLASSROOM MATERIALS PER MR. PRESTON	01-5801-3010	732.31
P19-03541	AMAZON.COM	QBALL PER MR. PRESTON	01-4300-3010	1,082.45
P19-03542	AMAZON.COM	ART PAPER FOR CLASSES, PER MR. PRESTON	01-4300-0003	774.46
P19-03554	Big Life Journal	BIG LIFE SITE LICENSE PER MR PRESTON	01-5801-0003	280.37
P19-03571	CDW-G COMPUTER CENTER	Student PCs	01-4410-3010	784.81
P19-03578	PERMA BOUND	Library Books	01-4200-0003	5,586.51
P19-03625	Breakout EDU	Learning games platform	01-4300-3010	2,165.00
P19-03656	CINEMARK	1st grade check request	01-4300-9010	575.00
P19-03662	Teacher Synergy, Inc. Purchase Order Dept.	TPT DOWNLOAD PER MR. PRESTON	01-4300-0003	32.48
P19-03665	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	6,935.93
			<b>Total Location</b>	<b>29,574.70</b>
Location: Linda Elementary (19)				
P19-03394	ACP DIRECT	Headphones	01-4300-0003	736.91
P19-03590	ACP DIRECT	Headphones LS255	01-4300-0003	3,014.85
P19-03628	Roller King Roseville LLC	Entrance Fee for 3rd grade - 5/10/19	01-5890-9010	880.00
			<b>Total Location</b>	<b>4,631.76</b>
Location: Lindhurst High (43)				
P19-03303	SCHOOL SAVERS	Classroom Supplies/Fritzinger	01-4300-7338	5,374.05
P19-03308	SRC Refrigeration	Floral Fridge	01-4450-0004	9,598.53
P19-03315	ArmorZone Athletic, LLC	Athletic Supplies/Football	01-5630-0000	1,431.50
P19-03364	Xenith, LLC	Athletic Supplies/Football	01-4300-0000	1,229.15
P19-03369	WORTHINGTON DIRECT, INC	Desks	01-4300-0000	2,720.88
P19-03439	CDW-G COMPUTER CENTER	Classroom Monitor	01-4300-3010	763.12
P19-03443	THE TREE HOUSE	Toner for M402dne	01-4300-3010	726.79

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<b>Location Lindhurst High (43) (continued)</b>				
P19-03446	PIAZZ PARTY RENTAL	Senior Awards Night Rentals	01-5630-0000	172.50
P19-03466	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-3010	2,897.55
P19-03496	THE TREE HOUSE	Toner	01-4300-3010	1,460.62
P19-03502	TRACTOR SUPPLY COMPANY	Athletic Training Floor Mats	01-4300-0000	1,782.68
P19-03558	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	186.81
P19-03563	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	5,475.29
P19-03564	NWN CORPORATION	HP M402dne Printers	01-4300-3010	706.61
P19-03583	Athletics Unlimited	Athletic Supplies/Football	01-4300-0000	3,632.71
P19-03595	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh-Garcia	01-4300-0003	628.10
P19-03599	Central Restaurant Products	Culinary Equipment	01-4410-0003	20,421.30
			01-4450-0003	14,500.60
P19-03615	CAPITAL SHEET METAL	Culinary Countertops	01-6210-0003	18,866.00
			01-6210-0004	30,000.00
P19-03667	B & H PHOTO	Classroom Supplies/Spangler	01-4300-0004	649.38
			01-4410-0004	535.84
P19-03668	TROXELL COMMUNICATIONS INC	Classroom Supplies/Spangler	01-4300-0004	1,003.05
			01-4410-0004	2,356.60
<b>Total Location</b>				<b>127,119.66</b>
<b>Location Loma Rica Elementary (21)</b>				
P19-03298	AMAZON.COM	PBIS Supplies	01-4300-0003	354.14
P19-03307	AMAZON.COM	Tooth Saver Necklaces	01-4300-1100	16.17
P19-03312	AMAZON.COM	Rulers	01-4300-0004	36.69
P19-03314	RISO PRODUCTS OF SACRAMENTO	Copier Supplies	01-4300-1100	119.08
P19-03381	Trophy Depot	PBIS	01-4300-0003	25.70
P19-03390	AMAZON.COM	Rulers with 1/4" Divisions	01-4300-0004	31.77
P19-03404	AMAZON.COM	Office Printer Supplies	01-4300-1100	459.83
P19-03420	AMAZON.COM	Parent Involvement Supplies	01-4300-3010	104.33
P19-03468	AMAZON.COM	Custodial Supplies	01-4320-0000	106.76
<b>Total Location</b>				<b>1,254.47</b>
<b>Location Maintenance (63)</b>				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Maintenance (63)</b>				
P19-03319	KYA Services, LLC	Maintenance/Ella Hallway	14-5642-0000	19,186.35
P19-03320	KYA Services, LLC	Maintenance/Ella MP	14-5642-0000	18,555.06
P19-03321	KYA Services, LLC	Maintenance/Linda Room 104	14-5642-0000	6,168.93
P19-03322	KYA Services, LLC	Maintenance/Olivehurst Hall & MP	14-5642-0000	27,007.25
P19-03329	RB SPENCER	Maintenance/Kynoch Room #7	14-5642-0000	8,400.00
P19-03348	AMAZON.COM	Maintenance/JB/TB/MM	01-4300-8150	30.21
P19-03349	AMAZON.COM	Maintenance/DT	01-4300-8150	248.82
P19-03352	MESCHER DOOR COMPANY	Maintenance Shop	01-4410-8150	2,530.00
P19-03365	New Management, Inc.	Maintenance/Stock/D/Trower	01-4300-8150	635.38
P19-03368	THE HOSE SHOP	Maintenance	01-4410-8150	2,159.89
P19-03372	GOLDEN BEAR ALARMS	Maintenance	01-5801-8150	500.00
P19-03398	WRIGHT ONE ELECTRIC	Maintenance/Emergency D.O.	01-5641-8150	4,446.15
P19-03431	BEN TOILET RENTALS	Maintenance/Linda Cafe	01-5630-8150	93.20
P19-03432	Kiz Construction	Maintenance./LHS Bldg C	01-6210-8150	44,000.00
P19-03434	GOLDEN BEAR ALARMS	Maintenance/Covillaud Preschool	01-5801-8150	170.00
P19-03438	Kiz Construction	Maintenance/MHS	01-6210-8150	19,900.00
P19-03440	Kiz Construction	Maintenance/Ella	01-5801-8150	9,200.00
P19-03441	HOLT OF CALIFORNIA	Maintenance/MHS	01-5630-8150	672.92
P19-03442	Carrier Corporation	Maintenance/LHS	01-5642-8150	467.50
P19-03495	Servpro of Auburn/Rocklin	Maintenance/SLHS	14-5642-0000	7,020.28
P19-03498	Fighting Chance Solutions, LLC	Maintenance/Business Office/JP	01-4300-0000	285.54
P19-03525	AMAZON.COM	Maintenance/TB	01-4300-8150	52.48
P19-03528	FLETCHERS PLUMBING & CONTRACTING INC.	Maintenance/Linda	01-5801-8150	350.00
P19-03529	THRIFTY-ROOTER-PUMPING	Maintenance/Linda/Olivehurst Schools	01-5801-8150	523.26
P19-03530	CAL-WEST CONCRETE CUTTING, INC	Maintenance/Linda School	01-5801-8150	290.00
P19-03600	WESTERN BAT SPECIALIST, INC	Maintenance/Cedar Lane	01-5801-8150	1,700.00
P19-03624	KYA Services, LLC	Maintenance Covillaud Shade Structure	14-6170-0000	24,867.01
P19-03626	GOLDEN BEAR ALARMS	Maintenance/Transportation Lounge	01-5801-8150	175.00
P19-03629	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	Maintenance/Amended Permit	01-5890-8150	2,025.66

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location: Marysville High (45)</b>				
P19-03415	RISO PRODUCTS OF SACRAMENTO	RISO Supplies	01-4300-0003	1,697.53
P19-03421	AMAZON.COM	Headphones	01-4300-3010	117.51
P19-03424	AMAZON.COM	Coughlin Cables	01-4300-3010	14.06
P19-03430	MASTER MIX LIGHT AND SOUND PRODUCTION	Sound System for Graduation	01-5801-0000	1,400.00
P19-03453	MAGNATAG	Paper	01-4300-0000	320.40
P19-03465	WARDS NATURAL SCIENCE	Science Supplies	01-4300-0004	123.30
P19-03469	AMAZON.COM	Supplies	01-4300-0000	738.97
P19-03480	AMAZON.COM	Business Supplies	01-4300-0004	176.92
P19-03481	AMAZON.COM	Photo Supplies	01-4300-0004	260.70
P19-03482	AMAZON.COM	Allen Screen	01-4300-3010	21.62
P19-03484	AMAZON.COM	Allen Screen	01-4300-3010	195.63
P19-03523	AMAZON.COM	Phot Supplies	01-4300-0004	78.90
P19-03536	Floral Resources Sacramento	Floral Supplies	01-4300-0004	135.94
P19-03540	AMAZON.COM	Supplies	01-4300-0000	64.94
P19-03544	Floral Resources Sacramento	Floral Supplies	01-4300-0004	13.94
P19-03545	Floral Resources Sacramento	Floral Supplies	01-4300-0004	58.45
P19-03546	HUMAN KINETICS	Strength Training and Conditioning	01-4300-0004	117.99
P19-03549	Spikeball Inc	Spikeball	01-4300-0000	564.43
P19-03556	AMAZON.COM	Tape	01-4300-0000	15.14
P19-03557	AMAZON.COM	Photo Supplies	01-4300-0004	122.27
P19-03561	Marysville Farmers Marketplace	Career Fair Lunch	01-4300-0000	71.98
P19-03562	SHIFFLER EQUIPMENT SALES INC	Replacement locker handles	01-4300-0000	77.51
<b>Total Location</b>				<b>283,402.39</b>

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Marysville High (45) (continued)</b>				
P19-03567	TROXELL COMMUNICATIONS INC	Gym Sound System	01-4450-9010	5,785.81
P19-03594	NEFF COMPANY	Lamp	01-4300-0000	216.50
P19-03627	ELITE UNIVERSAL SECURITY	Security at Graduation	01-5801-0000	945.00
P19-03630	CLASSIC GOLF CAR, INC.	Golf Carts	01-5641-6690	78.97
P19-03649	AMAZON.COM	Certificate Covers	01-4300-0000	90.89
<b>Total Location</b>				<b>13,505.30</b>
<b>Location McKenney Intermediate (37)</b>				
P19-03297	AMAZON.COM	BAKER	01-4300-1100	22.81
P19-03299	AMAZON.COM	LOCKLIN	01-4300-1100	9.73
P19-03311	Jones School Supply Co., Inc.	AWARDS	01-4300-1100	534.37
P19-03313	AMAZON.COM	OFFICE	01-4300-1100	58.79
P19-03380	Scholastic, Inc. Magazines	CASILLAS	01-4300-1100	332.15
P19-03386	TROXELL COMMUNICATIONS INC	Short Throw Projectors and Mounts	01-4410-3010	4,849.60
P19-03387	NWN CORPORATION	HP M402dne Printers	01-4300-3010	1,059.92
P19-03388	THE TREE HOUSE	Toner	01-4300-3010	634.56
P19-03389	TROXELL COMMUNICATIONS INC	Headphones	01-4300-3010	533.67
P19-03395	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-1100	856.26
P19-03411	AMAZON.COM	STEM ELECTIVE	01-4300-0003	1,298.94
P19-03436	GoGuardian	Chromebok Mgmt SW / SCHOOL SITE	01-5801-1100	4,030.00
P19-03488	SCHOLASTIC LIBRARY PUBLISHING	CAMPBELL	01-4300-1100	398.57
P19-03489	SCHOLASTIC LIBRARY PUBLISHING	MARTINEZ	01-4300-1100	387.51
P19-03531	TROXELL COMMUNICATIONS INC	3-D Printer	01-4410-3010	2,032.94
P19-03569	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	3,963.39
P19-03570	TROXELL COMMUNICATIONS INC	Smartboard Rails	01-4300-3010	1,260.03
P19-03586	STEWART, AMERICA'S PREMIER SIGN COMPANY	LED MARQUEE	01-4450-1100	21,791.81
P19-03591	GOVCONNECTION, INC.	Tech Order	01-4300-6690	5,652.54
P19-03592	Padcaster	Padcaster Studio	01-4300-6690	1,609.42
P19-03596	APPLE COMPUTER INC	iPad Pro 11" 256gb	01-4300-6690	1,957.16
P19-03605	OLIVER WORLDCLASS LABS	Smartboard	01-4410-3010	5,680.72
P19-03638	TWIN CITY TROPHIES	AWARDS	01-4300-1100	273.87

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Location **McKenney Intermediate (37)** (continued)

P19-03648	AMAZON.COM	OFFICE	01-4300-1100	48.19
<b>Total Location</b>				<b>59,276.95</b>

Location **Nutrition Services (73)**

P19-03300	AMAZON.COM	Birthday Card Assortments	13-4300-5310	90.93
P19-03354	S.A. PIAZZA & ASSOCIATES, LLC	Direct Order for Warehouse Inventory	13-9325-5310	5,104.80
P19-03355	TYSON FOODS	Direct Order for warehouse inventory	13-9325-5310	9,956.86
P19-03356	ULINE.COM	Shrinkwrap for Warehouse	13-4300-5310	478.37
P19-03357	LA TAPATIA TORTILLERIA, INC	Direct Delivery for Warehouse Inventory	13-9325-5310	710.00
P19-03358	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	5,971.40
P19-03360	NOT JUST A T-SHIRT, LLC	2019 Olivehurst Nutrition Fair	13-4300-5310	347.49
P19-03454	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9325-5310	12,684.08
P19-03455	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	1,047.07
			13-9326-5310	252.98
P19-03456	REFRIGWEAR	Protective clothing - new employee Alan	13-4300-5310	121.42
P19-03515	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	11,833.56
P19-03516	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	848.95
P19-03517	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,824.40
P19-03518	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Verbal offering-Additional CDE Commodities	13-9325-5310	544.35
P19-03519	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	3,979.96
P19-03520	Mission Nutrition	Nutrition Fair Supplies	13-4300-5310	23.88
P19-03587	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	7,353.36
P19-03588	WAWONA FROZEN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	5,834.52
P19-03589	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	CDE Verbal offering 4/22/19	13-9325-5310	242.25
P19-03598	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	852.00
<b>Total Location</b>				<b>73,102.63</b>

Location **Olivehurst Elementary (25)**

P19-03585	TED Unlimited, LLC	Classroom Supplies	01-4300-0004	308.51
P19-03597	AMAZON.COM	Classroom Supplies	01-4300-0004	4,451.16
P19-03613	LAKE SHORE LEARNING MATERIALS ATTN: JON BELL	Classroom supplies	01-4300-0004	1,505.44
P19-03614	Curriculum Associates LLC	Classroom Supplies	01-4300-0004	203.22

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Total Location	6,468.33
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## Location Pupil Services (202)

P19-03428	CDW-G COMPUTER CENTER	Otterbox for iPad	01-4300-0000	52.00
P19-03491	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Special Education Excess Cost	01-7142-6500	57,145.00
P19-03535	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Shelly Sexton	01-4300-6500	329.94
P19-03560	Saltillo Corporation	ChatWrap Case for Speech - Isaiah Lugo	01-4300-6500	463.14
Total Location				57,990.08

## Location Purchasing (104)

P19-03476	ADVANCED DOCUMENT CONCEPTS	Copier	01-4450-0000	9,498.94
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## Location South Lindhurst (47)

P19-03301	SCHOOL HEALTH CORPORATION	Lockdown	01-4300-1100	691.84
P19-03328	SCHOOL SPECIALTY	Student Chairs	01-4300-1100	1,703.64
P19-03366	VIRCO INC.	SLHS Teacher Desk	01-4410-1100	1,556.09
P19-03367	SIERRA SCHOOL EQUIPMENT CO	Flip Top Tables	01-4410-1100	6,838.26
P19-03448	GOVCONNECTION, INC.	Epsoms Lamp for 585W	01-4300-1100	258.20
P19-03604	HERFF JONES	Diploma Covers	01-4300-1100	483.53
P19-03642	AMAZON.COM	Counseling	01-4300-1100	42.62
P19-03674	GOVCONNECTION, INC.	Projector Lamps for 485W	01-4300-1100	455.30
Total Location				12,029.48

## Location Superintendent (101)

P19-03492	YUBA COUNTY OFFICE OF ED	2019 Educator of the Year	01-4300-0000	60.00
P19-03675	AMAZON.COM	Robert's Rules	01-4300-0000	21.71

Total Location	81.71
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## Location Technology (102)

P19-03327	EAGLE SOFTWARE	Aeries License 3-1-1912-29-20	01-5801-0000	27,764.00
P19-03371	CDW-G COMPUTER CENTER	Monitors	01-4300-0000	452.93
P19-03399	PCMG Inc	Air Console - Network Supplies for Fred	01-4300-0000	143.96
P19-03477	AMAZON.COM	Chromebook Case	01-4300-0000	10.81
P19-03478	AMAZON.COM	Board Room Supplies	01-4300-0000	98.45
P19-03499	EAGLE SOFTWARE	Aeries	01-5801-0000	29,941.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
<b>Location Technology (102) (continued)</b>				
P19-03500	EAGLE SOFTWARE	Aeries Training	01-5801-0000	21,772.00
P19-03623	SHI International Corp	SHI	01-5801-0000	30,305.50
<b>Total Location</b>				<b>110,488.65</b>
<b>Location Transportation (69)</b>				
P19-03317	SNAP-ON INC	TRANSPORTATION	01-4364-0230	7,431.09
P19-03332	SCHOOL SPECIALTY	Training Room Files	01-4410-0230	3,810.23
P19-03359	DENNIS SCHMALL TOOLS	TRANSPORTATION/Parts	01-4364-0230	788.29
P19-03449	MID VALLEY SOUND	Bus Radios - S-69	01-4300-0230	285.92
P19-03479	AMAZON.COM	Summer Cleaning supplies	01-4300-0230	1,877.77
P19-03485	AMAZON.COM	Tiger Tool	01-4300-0230	426.49
P19-03505	ULINE.COM	Guard Rail	01-4300-0230	669.91
P19-03507	SCHOOL SPECIALTY	Training Room Chairs	01-4300-0230	3,680.50
P19-03639	WHEELER-CHEVROLET-OLDSMOBILE CADILLAC	TRANSPORTATION/REPAIRS	01-5641-0230	4,421.31
P19-03657	BUSWEST	TRANSPORTATION / BUSES	01-6400-0230	164,999.74
<b>Total Location</b>				<b>188,391.25</b>
<b>Location Warehouse (71)</b>				
P19-03337	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	3,636.70
P19-03338	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	146.14
P19-03339	K/P EDUCATIONAL SERVICE	Warehouse Stock 2018-19 S.Y.	01-9320-0000	610.17
P19-03340	PYRAMID SCHOOL PRODUCTS	WHS Stock 18-19 SY	01-9320-0000	796.94
P19-03341	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 18-19 SY	01-9320-0000	9,044.29
P19-03342	SHADD JANITORIAL SUPPLY	Warehouse Stock 2018-19 S.Y.	01-9320-0000	315.87
P19-03343	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 18/19	01-9320-0000	1,412.01
P19-03344	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 18-19 S.Y.	01-9320-0000	361.64
P19-03345	THE TREE HOUSE	WHS Stock 18-19 SY	01-9320-0000	1,024.26
P19-03346	Waxie Sacramento	WHS Stock 18-19 SY	01-9320-0000	116.91
<b>Total Location</b>				<b>17,464.93</b>
<b>Location Yuba Feather K-6 (29)</b>				
P19-03559	AMAZON.COM	Yuba Feather School	01-4300-1100	555.00
P19-03677	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	1,981.70

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Yuba Feather K-6 (29) (continued)					
P19-03678	CDW-G COMPUTER CENTER	Monitors	01-4300-0003	175.67	
P19-03679	CDW-G COMPUTER CENTER	HP M227fdw Printers	01-4300-0003	891.98	
P19-03680	TROXELL COMMUNICATIONS INC	Elmo	01-4410-0003	608.37	
Total Location				4,212.72	
Location Yuba Gardens Intermediate (39)					
P19-03318	PIAZZ PARTY RENTAL	YLST/GATES	01-5630-1100	570.00	
P19-03323	CDW-G COMPUTER CENTER	Projector Adapter	01-4300-3010	96.34	
P19-03325	GOVCONNECTION, INC.	Projector Lamps	01-4300-3010	1,882.32	
P19-03405	AMAZON.COM	GATES/WATERS	01-4300-3010	2,140.34	
P19-03406	AMAZON.COM	KENT/GATES	01-4300-0003	168.92	
P19-03407	AMAZON.COM	KENT/BERRUN	01-4300-3010	229.79	
P19-03423	AMAZON.COM	WATERS/GATES	01-4300-3010	79.01	
P19-03426	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	2,495.31	
P19-03435	CLOSE LUMBER	ROE/GATES	01-4300-0003	386.49	
P19-03447	WOODBURN PRESS, LTD	BRAMER/CASTRO	01-4300-3010	755.15	
P19-03458	J.W. PEPPER & SON, INC	STEWART/GATES	01-4300-0003	108.39	
P19-03467	AMAZON.COM	MULTI-TEACHERS	01-4300-6500	996.91	
P19-03487	DICK BLICK COMPANY	S SOLE/ GATES	01-4300-0003	185.17	
P19-03510	THE TREE HOUSE	Toner	01-4300-3010	588.56	
P19-03511	THE TREE HOUSE	Toner for HP M225dw	01-4300-3010	620.48	
P19-03522	AMAZON.COM	ROGERS/GATES	01-4300-0003	45.03	
P19-03537	TFD Unlimited, LLC	BOWMAN/GATES	01-4300-3010	595.38	
P19-03572	CDW-G COMPUTER CENTER	HP M227fdw Printer	01-4300-3010	223.00	
Total Location				12,166.59	
Total Number of POs				386	
Total				2,124,425.64	

## Fund Recap

Fund	Description	PO Count	Amount
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The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	317	999,187.16
09	Chtr Schs	12	35,158.69
12	Child Dev	27	111,514.25
13	Cafeteria	20	73,102.63
14	Def Maint	9	191,962.91
24	MJ G BND9P	1	713,500.00
<b>Total</b>			<b>2,124,425.64</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 04/01/2019 - 05/01/2019

Board Meeting Date May 28, 2019

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00133	1,500.00	01-4300	Gen Fund/Mat&Suppli	373.88
P19-00150	11,000.00	01-4300	Gen Fund/Mat&Suppli	996.62
P19-00157	1,500.00	01-4300	Gen Fund/Mat&Suppli	344.54
P19-00160	81,000.00	01-4300	Gen Fund/Mat&Suppli	1,841.27
P19-00161	5,200.00	01-4300	Gen Fund/Mat&Suppli	3,300.00-
P19-00185	8,000.00	01-4364	Gen Fund/Tools/Part	3,000.00
P19-00190	1,100.00	01-5801	Gen Fund/Contracts	500.00
P19-00191	9,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P19-00205	3,500.00	01-4364	Gen Fund/Tools/Part	1,500.00-
P19-00212	10,000.00	01-4364	Gen Fund/Tools/Part	5,000.00-
P19-00218	30,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P19-00219	9,000.00	01-4364	Gen Fund/Tools/Part	1,000.00-
P19-00220	3,500.00	01-4364	Gen Fund/Tools/Part	889.29
P19-00275	6,000.00	01-4300	Gen Fund/Mat&Suppli	91.17
P19-00305	2,430.00	01-4300	Gen Fund/Mat&Suppli	280.00
P19-00319	6,000.00	09-4300	Chtrr Schs/Mat&Suppli	1,000.00
P19-00337	4,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-00443	130,000.00	01-5530	Gen Fund/Water & Se	18,975.52
P19-00503	3,190.75	01-5621	Gen Fund/Maint Cont	837.18
P19-00508	114,000.00	01-5510	Gen Fund/Heating Fu	16,282.58
P19-00540	1,300.00	09-4300	Chtrr Schs/Mat&Suppli	800.00
P19-00561	2,800.00	01-4364	Gen Fund/Tools/Part	1,800.00
P19-00626	13,500.00	13-4717	Cafeteria/FoodPurcSch	3,500.00
P19-00636	4,750.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P19-00637	3,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00715	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,038.91
P19-00716	3,300.00	01-4300	Gen Fund/Mat&Suppli	300.00
P19-00718	500.00	01-4300	Gen Fund/Mat&Suppli	300.00
P19-00804	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00859	1,586.65	01-4300	Gen Fund/Mat&Suppli	10.45

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P19-01097	120,000.00	01-5830	Gen Fund/Legal	25,000.00
P19-01249	245.00	01-5890	Gen Fund/Other Serv	160.00
P19-01406	200.00	01-4300	Gen Fund/Mat&Suppli	43.81
P19-01519	2,689.00	01-4300	Gen Fund/Mat&Suppli	689.00
P19-01599	1,500.00	01-4300	Gen Fund/Mat&Suppli	250.00
P19-02540	2,000.00	01-5880	Gen Fund/Cont Buses	500.00
P19-02565	1,565,643.71	01-6210	Gen Fund/Buildings	8,130.53
P19-03130	4,158.23	01-4410	Gen Fund/Equip NonC	225.00
P19-03696	128.72	01-4320	Gen Fund/Custod Sup	286.86-
Total PO Changes				<u>88,072.89</u>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Generated for Brian Horn (BRIANH), May 16 2019 12:53PM



## ABSTRACT OF QUOTE

**Paper Supplies #20-1001**

*All bids submitted are reflected on this liquid abstract. MJUSD will notify successful bidders upon award of contract.*

[illegible]

Approval: [Signature]  
Date: 5.20.17



ABSTRACT OF QUOTE

Paper Supplies #20-1001

All bids submitted are reflected on this quote as items. MUSD will only successful/bidders upon award of contract.

ITEM	EST. QTY	UNIT	STOCK NUMBER	ITEM DESCRIPTION	BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & ITEM NUMBER			BRAND NAME & 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**CONTRACT SERVICES AGREEMENT**  
**Tom Samson-At Risk Consultant**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Contractor Name (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

**I. ENGAGEMENT TERMS**

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 **TERM:** This Agreement shall have a term of **2019-2020 school year** commencing from **August 14, 2019-June 30, 2020**

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FORTY THOUSAND, FIVE HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$40,556.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **FOUR THOUSAND FIFTY FIVE DOLLARS AND SIXTY CENTS(4,055.60)** Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within **THIRTY (30)** calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.



Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, principal of Shevaun Matthews (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Contractor Tom Samson to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
  - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.



- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have

occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California Fals Claims Act, Government Code Section 12650 *et seq.*
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
Name Tom Samson  
Address  
City, CA Zip

**DSTRIC:**  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Phone: 749-6114  
Fax: 742-0573

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:

Date:

By:

Michael Hodson, Assistant Superintendent of  
Business Services

Contractor

Name

By: Tom Samson

Name: Tom Samson

Title: Contractor

Tom Samson-MHS  
Exhibit A  
Scope of Work

Beginning on: August 15, 2019

Concluding on: June 30, 2020

Payment: \$40,556.00

Service: Through academic, social and behavioral counseling, Tom Samson will assist the site to increase student academic achievement, positive attendance and work directly with our most at risk student population. Consultant for 185 days of service to be rendered in order to receive compensation equal to but not exceed annual total as reflected in the agreement. An amount equal to a daily average shall be deducted from monthly total of \$4,055.60 for non-service days each month.



## Criterion Online Writing Evaluation Service

### Criterion Institutional Order Form (U.S. Customers)

**Client Information**

Name Joe Seiler  
 Title Principal  
 Institution Anna McInerney Intermediate  
 Address 1 1904 Huston Street  
 Address 2 \_\_\_\_\_  
 City Marietta  
 State GA Zip Code 30067  
 Phone 530-741-6187  
 Fax 530-741-6004  
 Email jseiler@myusd  
 Signature Michael Hudson  
 Criterion Administrator Cindy Casillas  
 Administrator Email ccasillas@myusd.com  
 Start Date 8-14-19  
 Stop Date 6-5-20

\*Subject to all terms and conditions on page 2 of this Order Form.  
 Subscriptions expire on the contract stop date.

ASST. Supt. of Business Services

**Billing Information (if different)**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Institution \_\_\_\_\_  
 Address 1 \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 P.O. Number \_\_\_\_\_  
 Name on Credit Card \_\_\_\_\_  
 \*Customer Service will contact you to  
 obtain your credit card information.  
 Please do not write it on this form.

**Standard Subscriptions**
**Student Subscription (unlimited use across multiple classes)**

Number of Students	Price per Student	Number of Students to Subscribe	Total
1-5,000	\$8.00	403 X \$8.00	3,224.00
5001-10,000	\$7.00	X \$7.00	

\*For districts using the Criterion service for over 10,000 students, please request a custom site proposal.

**Training**

Description	Cost per Session	Quantity	Total
Level 1 Training (required for new customers)	\$300.00	(included)	
Level 2 Training (custom session)	\$300.00		
Preferred Training Date(s) and Time(s) We will do our best to accommodate your choice.			
Grand Total			3,224.00

Onsite training is also available. Contact us for a custom quote.

Please note that the trainer, session date, and time will be reserved exclusively for your institution. If you need to re-schedule you must notify us at least 72 hours prior to the scheduled training time to avoid the possibility of a \$300.00 last minute re-scheduling fee.

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Business Services Department  
 Approval: WAS  
 Date: 5.16.19

**Level 1 Training Session**

All new *Criterion* users are required to purchase at least one session of initial online training which takes users through all basic aspects of *Criterion* functionality. This 90minute session provides hands-on training for a maximum of five participants at a single location (such as a computer lab with a projector and a speaker phone). An additional five observers may be present. Multiple sessions may be purchased for a greater number of instructors (five in each session) or for separate training sites.

**Level 2 Training Session**

In-Depth *Criterion* Functionality. This session will be held 6 weeks after the initial session. The content will be customized according to your curriculum.

Benchmarking and Placement	<input checked="" type="checkbox"/>
Instructional Tool	<input checked="" type="checkbox"/>
Remedial Courses	<input type="checkbox"/>
Classes Across the Curriculum	<input type="checkbox"/>
Virtual Courses	<input type="checkbox"/>
Peer Review/Collaboration	<input checked="" type="checkbox"/>
Research Paper Review	<input type="checkbox"/>

We would like to know more about you, so that we can customize your experience with *Criterion*. How do you plan to use the writing evaluation service? You may check more than one.

It is our pleasure to answer any questions you may have. Feel free to contact our team at 877-909-6442, or [CriterionSupport@ets.org](mailto:CriterionSupport@ets.org).

**Ordering Details**

1. Complete and sign the order form. By signing this form, I am agreeing to all terms and conditions of the Subscriber Agreement.
2. Fax completed order form and purchase order to 973-735-1903, or email a PDF version to [CriterionSupport@ets.org](mailto:CriterionSupport@ets.org).
3. Please mail all checks to the following address: Educational Testing Service, P.O. Box 371986, Pittsburgh, PA 15251-7986

Signature \_\_\_\_\_

Print Name Michael Hodson, Asst. Supt of Business Services

Date \_\_\_\_\_

**Criterion® Online Writing Evaluation System**  
**SUBSCRIBER AGREEMENT Terms and Conditions of Use**

The *Criterion*® Online Writing Evaluation System (the "System") is ETS's web-based instructional tool that evaluates students' essay-writing skills. Students may write essays on a variety of topics and receive diagnostic trait feedback and a holistic score in real time. Users may access the System through an Internet connection (from the classroom, home, or wherever there is a suitable Internet connection). Automated scoring and feedback should be considered as one piece of evidence about a student's writing ability to inform instruction. When Criterion data is being used for an important decision about a student's performance, instructors should review and evaluate the essay as well as additional relevant information to ensure that the conclusion is appropriate.

Upon completion of the attached Order Form, and payment for use of the System, Subscriber hereby agrees to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Subscriber Agreement, the following terms shall have the meanings set forth below:
  - "Agreement" means this Subscriber Agreement and the Order Form.
  - "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's licensing of the right to use the System and associated training.
  - "Subscriber" means the authorized licensee of the System who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
  - "Users" mean individual humans who are authorized by Subscriber to use the System.
2. Upon payment and execution of this Agreement, Subscriber is granted a limited, nonexclusive, revocable license to permit Users access to the System pursuant to the terms and conditions hereunder.
3. Subscriber will provide, or shall require its Users to provide, or have access to, the computer and systems configurations specified in the current *Criterion* version's "System Requirements" PDF document, found on <http://www.ets.org/criterion> in the Quick Links section, and a continuous Internet connection while an essay is being submitted for scoring.
4. Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the System (the "Administrator"). This Administrator will disseminate information to Users regarding access to and use of the System.
5. Subscriber will have a *Criterion* account established, whereby Users, each identified by a required unique user name and password, are able to log in to the System, either through Subscriber's facilities or other sites where the Internet can be accessed.
6. The System provides automated trait feedback and essay scoring services through ETS's *e-rater*® scoring engine for essays written on standard topics selected by Subscriber from the Criterion Topics Library or on topics created by instructors. Students can either type their essays while online, or develop their essays offline in a standard commercial word processing package and then copy and paste the essay into the *Criterion* website for feedback and scoring. The System will be available to Users on a continuous (24 x 7) basis, *subject to reasonable down time*, for the duration of the term of this Agreement. Commercially reasonable efforts will be used to process essays and for the *Criterion* System to return trait feedback and scores in real time. If Internet traffic or systems limitations preclude the return of a score in real time, a message will be returned to the sender indicating that the essay could not be scored, and providing a system error code. The essay may be re-submitted at a later time. Subscriber is solely responsible for configuring its computer systems so that they interface properly with the System.
7. The System will maintain and provide Subscriber with access to essay and score data for the Subscriber's current contract period, [typically twelve (12) months] unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility, if they wish, to preserve any essay and score data for their Users from previous contract periods or for archive purposes in a timely manner.
8. User resources containing information on *Criterion* functionality will be provided in electronic format and will be available from the *Criterion* Resource tab after login.
9. The System will monitor the number of essays submitted by Subscriber's Users, or number of User registrations during the subscription period and will notify the Administrator when the number of remaining unused submissions/Users reaches a low level of those purchased by Subscriber. The Administrator for the account will have access to all *Criterion* account information (including start/end date, number of essays scored or number of User registrations). NOTICE: Regardless of when this Agreement expires, if Subscriber has used up all of the essay submission slots or student registrations it has purchased, the System will automatically be rendered unavailable to additional students/essay submissions.
10. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

11. Subscriber shall be solely responsible for whom it permits to be Users of the System, and Subscriber agrees that it shall be responsible and liable for all Users of the System. Subscriber understands and agrees that the System may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form). Except as expressly permitted by this Agreement, SUBSCRIBER MAY NOT RESELL, LICENSE, ASSIGN OR OTHERWISE TRANSFER THIS SUBSCRIPTION AGREEMENT OR ITS RIGHTS OR OBLIGATIONS HEREUNDER TO ANY PERSON OR ENTITY. Subscriber shall indemnify and hold ETS harmless from any and all claims arising out of the use of the System or use of the score or feedback to determine placement of, or grades for, students.

12. Subscriber agrees that the privacy of User information, essays, and score data is the sole responsibility of Subscriber and its Users. User names, user identification, passwords, essays, and score/essay data are maintained by ETS on a secure server. ETS does not share User or Subscriber information with anyone other than: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the *Criterion* System, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with COPPA, Section 6502. Notwithstanding the foregoing, ETS shall retain the right to use any non-personally identifiable information collected by the System for research and development purposes.

13. ETS shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the *Criterion*<sup>SM</sup> Online Writing Evaluation System, *e-rater*<sup>®</sup> software, the ETS essay topics, scoring guides, user resources, as well as any other ETS materials, software programs, and associated techniques, concepts and methodologies that may be used to provide services under this Agreement.

14. During the term of this Agreement, the parties may have access to information that is confidential and proprietary to the other party. Confidential and proprietary information may include, but not be limited to, any information marked, labeled or identified as "Proprietary and Confidential"; any proprietary or unpublished technologies, methodologies, software programs, algorithms, or product concepts; inventions, enhancements, improvements thereto, client or customer lists; any student or candidate testing or demographic data, and test materials. Each party shall keep confidential the confidential information of the other party. Neither party shall use or disclose such information in any way other than that intended by the disclosing party or as otherwise permitted under this Agreement.

15. This Agreement is effective as of the date indicated on the Order Form and shall remain in effect for the time period selected by the Subscriber as indicated on the Order Form, usually up to twelve (12) consecutive months, ending on the last business day of the final month of the selected period. ETS may terminate this Agreement by providing Subscriber with written notice in the event that Subscriber fails to pay the fees which are due and payable, fails to abide by the restrictions on the use and disclosure of the System, or breaches any other term or condition of this Agreement. Subscriber may terminate this Agreement by providing sixty (60) days written notice to ETS. Fees paid are not refundable.

16. Terms are net 30 days. The *Criterion* System scoring fees must be prepaid for the number of subscriptions ordered as indicated on the Order Form. Any unused subscriptions at the end of the contract period will be forfeited. The number of subscriptions ordered may be increased at any time during the contract period at the request of the Subscriber. The increased subscription order will be added to the total number of current subscriptions. The contract period will not be extended with the addition of subscriptions to an existing contract. Additional subscriptions will be calculated at the prevailing contract rate. If the subscription unit cost decreases, the lower unit cost will be calculated on the additional subscriptions only. All fees are payable in full within thirty (30) days of the date of invoice. During the initial term of the license, subscription fees shall not change unless configuration of the System changes. Renewal rates shall be subject to the rates then in effect for the System. Training fees are non-refundable and shall be pre-paid by Subscriber prior to the date of training.

17. Limitation of Liability

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND DOCUMENTATION PROVIDED HEREUNDER ARE PROVIDED TO SUBSCRIBER "AS-IS". ETS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, NONINFRINGEMENT, TITLE, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

b. IN NO EVENT WILL ETS'S LIABILITY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OF THE SYSTEM AND DOCUMENTATION OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY EXCEED THE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SYSTEM AS TO WHICH THE LIABILITY RELATES. ETS SHALL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF THE USE OF THE *CRITERION* SYSTEM, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO SUBSCRIBER, USER OR ANY OTHER PERSON OR ENTITY.

c. ETS DOES NOT CERTIFY PARTICIPANTS IN *CRITERION* TRAINING SESSIONS (THE "TRAINING") AS OFFICIAL TRAINERS UPON COMPLETION OF THE TRAINING. THESE TRAINING SESSIONS, PRESENTED BY AN ETS CERTIFIED *CRITERION* TRAINER, ARE DESIGNED TO PRESENT INSTRUCTIONAL INFORMATION THAT PARTICIPANTS MAY WANT TO SHARE WITH OTHER *CRITERION* USERS IN THEIR ENTITY. IT IS THE ENTITY'S SOLE RESPONSIBILITY TO SCREEN AND EXAMINE THEIR PARTICIPANTS PRIOR TO ALLOWING ANY PARTICIPANT TO "TRAIN" OTHER *CRITERION* USERS IN THEIR ENTITY.

d. ETS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITY OR LIABILITY TO SCHOOL, DISTRICT, INSTITUTION, PARTICIPANT OR ANY OTHER PERSON OR THIRD PARTY WITH REGARD TO THE EFFECTIVENESS OF THE TRAINING SESSIONS, THE MATERIALS PROVIDED TO PARTICIPANT DURING THE TRAINING, PARTICIPANT'S KNOWLEDGE REGARDING THE *CRITERION* SYSTEM UPON COMPLETING THE TRAINING, AND THE PARTICIPANT'S ABILITY TO TRAIN *CRITERION* USERS.

SUBSCRIBER AGREEMENT Terms and Conditions of Use continued

18. Force Majeure. ETS shall be excused from performance hereunder during any period and to the extent that it is prevented from performing any obligation pursuant thereto, in whole or in part, as a result of delays not caused by the System or any cause beyond its control, including without limitation interruption or failure of telecommunications or digital transmission links to Internet slowdowns or failures and computer hacking. Such nonperformance shall not be a default hereunder or a ground for termination hereof.

19. All payments to be made for use of the System under the terms and conditions of the Agreement are exclusive of any income, franchise, sales, use, Value-Added Tax (VAT) or other consumption, use, or excise taxes of any kind.

20. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the state laws of New Jersey, USA.

21. This Agreement and the Order Form constitute the entire agreement and understanding between ETS and Subscriber concerning the subject matter hereof. Any preprinted terms and conditions on Subscriber's purchase orders shall not amend or supplement this Agreement and shall be of no force or effect. Any modification or amendment to this Agreement shall not be binding unless it is in writing and signed by ETS and Subscriber. If any of the provisions of this Agreement are found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.



## Cost Proposal

Proposal Expiration: June 30, 2019

**PREPARED FOR:**  
McKenney School

**SHIP TO:**

**ATTN:**

**PO PAYABLE TO:**  
EDUCATIONAL TESTING SERVICE  
P.O. Box 371986  
Pittsburgh, PA 15251-7986  
**877-909-6442**

CONTRACT PERIOD	SUBSCRIPTION START	SUBSCRIPTION END	Prepared By: Chrystal Anderson		
2019-2020	4/29/2019	4/28/2020			
ETS ID NUMBER	DESCRIPTIONS	Unit Cost	Quantity	Total	
	<b>Criterion Online Writing Evaluation Submissions</b> <i>*Dedicated customer support during contract period.</i>	\$8.00	403	<b>\$3,224.00</b>	
	<b>Criterion Online Professional Development Training Session</b> <b>Complimentary when purchased by June 30th</b>	\$300.00	1	<b>\$0.00</b>	
	*Use of Criterion Online Writing for teachers and students. ____ 90-minute online training for classroom teachers and or district personnel. Student import and account setup.				
	<b>Your Criterion Client Manager will be: Chrystal Anderson,</b> <b>cxanderson@ets.org.</b>				
<b>SUB-TOTAL</b>				<b>\$3,224.00</b>	
<b>Discounts/Adjustments</b>					
<b>TOTAL PROPOSAL AMOUNT</b>				<b>\$3,224.00</b>	

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ASA HIGH SCHOOL TOUR  
HOST SITE AGREEMENT

The purpose of this letter is to confirm in writing the Agreement reached between Lindhurst High School (School"), located at 4446 Olive Drive, Olivehurst, CA 95961 ("Address") and ASA Entertainment Group, LLC, located at 201 North Riverside Drive, Suite C, Indialantic, FL 32903 ("ASA"), regarding School's agreement to host an ASA bully prevention action sports demonstration event ("Event"). The Event will be held on Wednesday, February 19<sup>th</sup>, 2020 ("Date") during special pre-arranged assemblies on the grounds of School in a location to be mutually agreed upon by the parties. The program is fully underwritten by ASA's corporate sponsors ("Partners") and is provided at no cost to School.

In consideration for being selected as the host site for the Event, School agrees to provide ASA with the following:

- An area approximately 4,200 square feet (84' x 50') with a height clearance of 18' on a smooth, hard, level surface. Must be able to accommodate a Box Jump set-up as well as space for students to view the program and interactive partner booths. Can be outdoors on a concrete surface or inside the gym. If outdoors, the gym will need to be available for use as a rain contingency plan. If the Event needs to move indoors, School agrees to allow students onto the floor to interact with Partner booths during the trivia portion of the program (final 10 minutes).
- Access to the site for one full day that includes approximately 2 hours for set up, 45 minutes per Event assembly program with a maximum of 2 assembly programs per day (dependent on school's total population size), and approximately 1 hour for tear down. The Event site can include a box-jump, sampling vehicle, up to two tour promotional vehicles, radio promotional vehicle, barricades, 10' X 10' tents and an autograph area for Partner interactive booths and autograph signings.
- Authorization for Partners to be on-site and to set-up interactive booths and display promotional banners for the duration of the Event including, but not limited to the U.S. Marines and ASA as well as authorization to allow the collection of student information at the optional discretion of the student.
- Distribution of postcards promoting the Event to students via Event posters on school bulletin boards. These posters will be provided to School by ASA and will promote the Event and its bully prevention message and will include Partner logos.
- Arrangement for entire student body to attend and participate in the program through one or more mandatory assembly period(s).

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Business Services Department  
Approval: [Signature]  
Date: 5-16-19



ASA will run the program in a completely turnkey manner and provide the following:

- A professional box-jump
- All Event staff;
- Four professional action sports athletes (BMX pros) to perform box jump exhibitions;
- An emcee to run the show, get the students involved, explain the tricks and deliver the bully prevention message points;
- All travel, accommodations, staff and athlete fees, and expenses related to the Event;
- General liability insurance for the Event;
- All Partner tents and products;
- Barricades;
- Tables, chairs and tents for an autograph area;
- Professional audio system and all music;
- Electrical power and distribution.

In the event that either party takes legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.

This letter shall supersede any previous Agreement, whether oral or written, and shall embody the entire Agreement between the parties.

If the terms and conditions set forth herein accurately reflect our Agreement, please execute this letter and return it via facsimile (321-722-9391) as soon as possible. Your acceptance and confirmation shall serve to bind School to the terms and conditions contained herein.

Regards,

Rick Bratman  
CEO  
ASA Entertainment Group, LLC  
Office 321-722-9300 x 201

ACCEPTED AND AGREED UPON:

Lindhurst High School

By:

Dated:

Michael Hodson  
ASST. Supt. of Business  
Services

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**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

July 1, 2019 – June 30, 2020

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 425 Plumas Blvd, Suite 200, Yuba City, CA 95991, and Marysville Joint Unified School District ("SCHOOL DISTRICT"), 1919 B Street, Marysville, CA 95901. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will collectively be referred to as "PARTIES," or individually as "PARTY."

**RECITALS**

**WHEREAS**, the mission of the COMMUNITY COLLEGE DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the COMMUNITY COLLEGE DISTRICT; and

**WHEREAS**, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

**WHEREAS**, SCHOOL DISTRICT is a public school district serving grades K-12 located within the regional service area of COMMUNITY COLLEGE DISTRICT unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

**WHEREAS**, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d)); and

**WHEREAS**, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Office and COMMUNITY COLLEGE DISTRICT; and

**WHEREAS**, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college (Ed. Code, § 76004, subd. (k)(3)); and

**NOW THEREFORE**, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

## 1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2019 and ending on June 30, 2020, and requires renewal every year by June 30, unless otherwise terminated in accordance with Section 22 of this CCAP Agreement.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 The governing board of each district, at an open public meeting of that board, shall present the CCAP Agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b).)
- 1.6 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that two public meetings, one informational and one for approval, are held in the review and approval of this CCAP Agreement. (Ed. Code, § 76004, subd. (b).)

## 2. DEFINITIONS

- 2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of COMMUNITY COLLEGE DISTRICT and applicable law. (Ed. Code, § 76004, subd. (a).)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a

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career technical education credential or certificate.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)

- 2.3 Pupil or Student – A resident or nonresident student attending high school in California. High school students enrolled in college classes who are classified as nonresident special part-time students for tuition purposes shall be eligible for the Senate Bill 150 waiver of nonresident tuition while still in high school in California. COMMUNITY COLLEGE DISTRICT cannot claim apportionment for nonresident special part-time students.

**3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility – Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)
- 3.2 Student Selection and Enrollment – Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COMMUNITY COLLEGE DISTRICT and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall comply with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COMMUNITY COLLEGE DISTRICT and shall comply with the admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy. The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure each selected student has met all the enrollment requirements.
- 3.4 Student Records – It is the responsibility of the student to follow the COMMUNITY COLLEGE DISTRICT process when requesting an official COMMUNITY COLLEGE DISTRICT transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in Appendix A.
- 3.5 Priority Enrollment – The COMMUNITY COLLEGE DISTRICT participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section

11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g).)

- 3.6 As part of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. (Ed. Code, § 76004, subd. (d).)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day – The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures. Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COMMUNITY COLLEGE DISTRICT.
- 4.4 The SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT understand and agree that successful COMMUNITY COLLEGE DISTRICT admission and registration requires that each participating student has completed the COMMUNITY COLLEGE DISTRICT enrollment application process.
- 4.5 A high school student or parent or guardian of a high school student shall not be assessed or charged any enrollment or registration fees to participate in a CCAP course offered through this CCAP Agreement. (Ed. Code, § 76004, subds. (f) & (q).)

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY

COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subs. (p) & (q).)

- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Unless otherwise provided for in Appendix A, SCHOOL DISTRICT will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of SCHOOL DISTRICT. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. SCHOOL DISTRICT shall determine the type, make, and model of all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the SCHOOL DISTRICT before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP Agreement Courses.
- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will not appear on the SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.
- 5.10 Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

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## 6. CCAP AGREEMENT COURSES

- 6.1 The COMMUNITY COLLEGE DISTRICT limits enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school students. The courses shall be offered at a high school campus during the regular school day. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 The PARTIES agree to follow SCHOOL DISTRICT's academic calendar under the condition that courses are scheduled in such a way that the hour requirements as described in the Course Outlines of Record are met.
- 6.3 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COMMUNITY COLLEGE DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COMMUNITY COLLEGE DISTRICT shall be determined by the COMMUNITY COLLEGE DISTRICT, in consultation with the SCHOOL DISTRICT, with the approval of the COMMUNITY COLLEGE DISTRICT Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code, § 76004, subd. (c)(1).) Representatives from the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT will collaborate to ensure that course selection, timing, and placement does not conflict with existing courses offered at the school site.
- 6.5 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall jointly review and approve courses offered as part of the CCAP Agreement.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COMMUNITY COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COMMUNITY COLLEGE DISTRICT academic department.
- 6.9 Any SCHOOL DISTRICT instructor who teaches a course offered as part of this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COMMUNITY COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between COMMUNITY COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites, and standards and SCHOOL

DISTRICT policies, practices, and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.11 Site visits and instructor evaluations by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COMMUNITY COLLEGE DISTRICT campus and comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The COMMUNITY COLLEGE DISTRICT has the primary right to control and direct the instructional activities of all instructors teaching courses pursuant to the CCAP Agreement, including those who are SCHOOL DISTRICT employees but are teaching CCAP Agreement courses for COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will exercise this right in consultation with SCHOOL DISTRICT.
- 6.15 This CCAP Agreement certifies that any remedial course taught by COMMUNITY COLLEGE DISTRICT faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COMMUNITY COLLEGE DISTRICT faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)
- 6.16 The California Community College Chancellor's Office must approve the degree and certificate programs that are included in the CCAP Agreement. Courses offered must be part of the programs approved by the Chancellor's Office unless the COMMUNITY COLLEGE DISTRICT received delegated authority to approve those courses separately locally.

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether SCHOOL DISTRICT

or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)

- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the SCHOOL DISTRICT, the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).)
- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. Instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT school site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and research and development in the field.
- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel nominated by SCHOOL DISTRICT, or other sources. SCHOOL DISTRICT personnel will perform instructional duties on duty time. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL



DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with SCHOOL DISTRICT. SCHOOL DISTRICT personnel selected to be instructors shall be paid by COMMUNITY COLLEGE DISTRICT at the rate established under the applicable collective bargaining agreement between SCHOOL DISTRICT and the bargaining unit of the SCHOOL DISTRICT.

7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.

7.11 The COMMUNITY COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

8.1 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.

8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.

8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.

8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.

8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment, such as extended time on tests or special seating, shall be implemented by the COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the SCHOOL DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the SCHOOL DISTRICT.

8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have an Individualized Education Program ("IEP") shall receive all programs and

services provided for under the IEP by the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing any portion of a student's IEP. Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT's Disabled Students Programs & Services ("DSPS") office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.

- 8.7 The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT described in this Agreement.

## 9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the SCHOOL DISTRICT Educational Administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program.
- 9.2 The SCHOOL DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges by each participating COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-D).)
- The total number of high school students by school site enrolled in each

partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)

- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)

9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

9.6 At no cost to SCHOOL DISTRICT, COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and the COMMUNITY COLLEGE DISTRICT application procedures.

## 10. DISPUTES

10.1 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and SCHOOL DISTRICT employees or students. When such disputes arise, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.

- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
- ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
  - a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.

- b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
  - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
- iii. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
  - iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
  - v. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
  - vi. Interviews of COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
  - vii. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings.
  - viii. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall share any and all materials from the investigation.
  - ix. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT have sole discretion in determining any disciplinary measures to be

imposed against their respective employees or students.

- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

## 11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE DISTRICT shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s).)
  - Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations.

## 12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not fully funded through other sources.
- 12.2 COMMUNITY COLLEGE DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that COMMUNITY COLLEGE DISTRICT will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

- 12.4 This CCAP Agreement certifies that any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- 12.5 This CCAP Agreement certifies that any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus. (Ed. Code, § 76004, subd. (i).)
- 12.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. (j).)
- 12.7 The COMMUNITY COLLEGE DISTRICT certifies that:
- A COMMUNITY COLLEGE DISTRICT course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
  - A COMMUNITY COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)
  - This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(3).)
  - Students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(3).)
- 12.8 This CCAP Agreement certifies that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

### 13. PROGRAM IMPROVEMENT

- 13.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors to inform practice, make adjustments, and improve the quality of courses offered as part of this CCAP Agreement.

#### **14. RECORDS**

- 14.1 Permanent records of student attendance, grades, and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. SCHOOL DISTRICT shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.
- 14.2 The SCHOOL DISTRICT shall complete a document certifying that SCHOOL DISTRICT has made a determination that a participating student is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026, subdivision (b).
- 14.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.

#### **15. CCAP AGREEMENT DATA MATCH AND REPORTING**

- 15.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 15.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

#### **16. PRIVACY OF STUDENT RECORDS**

- 16.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)
- 16.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall use each student education record that it may receive pursuant to

this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)

16.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.

16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

## **17. REIMBURSEMENT**

17.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

17.2 If an instructor teaching a course pursuant to this CCAP Agreement is an employee of SCHOOL DISTRICT, COMMUNITY COLLEGE DISTRICT shall reimburse SCHOOL DISTRICT in accordance with Appendix A.

## **18. FACILITIES**

18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

18.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

## **19. INDEMNIFICATION**

19.1 For purposes of this CCAP partnership in this CCAP Agreement, the SCHOOL DISTRICT agrees to and shall indemnify, save, and hold harmless the COMMUNITY COLLEGE DISTRICT, and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this CCAP Agreement. The obligation



to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents, and other representatives.

- 19.2 For purposes of this CCAP partnership in this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT agrees to and shall indemnify, save, and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT its officers, employees, independent contractors, subcontractors, agents, and other representatives.

## 20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect COMMUNITY COLLEGE DISTRICT, its agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the COMMUNITY COLLEGE DISTRICT, its agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COMMUNITY COLLEGE DISTRICT.
- 20.2 The COMMUNITY COLLEGE DISTRICT, in order to protect SCHOOL DISTRICT, its agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be

furnished to the SCHOOL DISTRICT.

20.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

20.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors or students who are not affiliated with the COMMUNITY COLLEGE DISTRICT.

## **21. NON-DISCRIMINATION**

21.1 Neither the SCHOOL DISTRICT nor the COMMUNITY COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California state or federal law.

## **22. TERMINATION**

22.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the Educational Administrator listed in Appendix A of this CCAP Agreement.

## **23. INTEGRATION, MODIFICATION, AND AMENDMENT**

23.1 Appendix A to this CCAP Agreement are incorporated by reference to this CCAP Agreement.

23.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCAP Agreement.

23.3 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **24. GOVERNING LAWS AND VENUE**

24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

24.2 The venue of any action or proceeding in connection with this CCAP Agreement shall be Yuba County, California.

## **25. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

25.1 For locations outside the geographical boundaries of COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will comply with the requirements of Title 5 of the California Code of Regulations, sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

## **26. SEVERABILITY**

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in full force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

## **27. COUNTERPARTS**

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

## **28. NOTICES**

28.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

Yuba Community College District  
Attn: Vice Chancellor, Administrative Services  
425 Plumas Blvd, Suite 200  
Yuba City, CA 95991

Marysville Joint Unified School District  
Attn: Superintendent  
1919 B Street  
Marysville, CA 95901

Executed on \_\_\_\_\_ 2019

By: \_\_\_\_\_  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
YUBA COMMUNITY COLLEGE DISTRICT

**Marysville Joint Unified School District Board Meetings:**

- (a) Information Board Meeting Date: \_\_\_\_\_  
(b) Public Comment Board Meeting Date: \_\_\_\_\_

**Yuba Community College District Board Meetings:**

- (a) Information Board Meeting Date: \_\_\_\_\_  
(b) Public Comment Board Meeting Date: \_\_\_\_\_

**APPENDIX A**  
**COLLEGE AND CAREER ACCESS PATHWAYS**  
**PARTNERSHIP AGREEMENT**  
**A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 425 Plumas Blvd, Yuba City, CA 95991, and Marysville Joint Unified School District ("SCHOOL DISTRICT"), 1919 B Street, Marysville, CA 95901; and

WHEREAS, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to record COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT specific components of the CCAP Agreement using Appendix A for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, the CCAP Agreement Appendix A shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses (Ed. Code, § 76004, subd. (c)(1)); and

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree as follows:

- 1. COMMUNITY COLLEGE DISTRICT AND SCHOOL DISTRICT POINTS OF CONTACT:** COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT select the following points of contact to serve as Educational Administrators:

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
<b>YCCD:</b> Yuba Community College District 425 Plumas Blvd Yuba City, CA 95991	Sandy Fowler Director of Career & Technical Education	(530) 740-4861	sfowler@yccd.edu
<b>SCHOOL DISTRICT:</b> Marysville Joint Unified School District	Jami Larson Director of Categorical Programs	(530) 749-6160	jlarson@mjusd.k12.ca.us

2. **CCAP AGREEMENT PROGRAM YEAR FALL 2019-SPRING 2010:** COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall mutually assure that as to each course of instruction identified, they have determined: 1) the enrollment period; 2) the number of class hours sufficient to meet the stated performance objectives; 3) how supervision and evaluation of students will occur; and 4) the process for withdrawal of students prior to completion of a course or program.

**CCAP Program Description:**

Program Term or Year	2019-2020
Community College District	Yuba Community College District
College	Yuba College
College Campus	Marysville, CA (Main Campus)
Educational Program(s)/Department(s)	Culinary, Engineering, Computer Science, Administration of Justice
School District	Marysville Joint Unified School District
High School Campus	Marysville High School, Lindhurst High School, South Lindhurst High School
Total Number of High School Students to be Served:	To be determined
Total Number of FTES to be Claimed by Community College District:	To be determined

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List of CCAP Agreement Courses to be Offered:

COURSE NAME	COURSE NUMBER	TERM (F/S)	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Multicultural Communities and the Justice System	AJ 19	Fall	To be determined	To be determined	Cindy DeWoody	Marysville Joint Unified School District	South Lindhurst High School
Introduction To Engineering & Science	ENGR 10	Fall	1:00 pm – 3:25 pm	Monday & Friday	Mansour Taheri	Marysville Joint Unified School District	Lindhurst High School
Computer Literacy	COMSC 10L	Fall	1:00 pm – 3:15 pm	Tuesday & Thursday	Steven Shephard	Marysville Joint Unified School District	Lindhurst High School
Basic Food Preparation	CUL 51A	Fall	12:50 pm – 2:00 pm	Monday-Friday	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School
Professional Baking	CUL 52A	Fall	10:05 am – 11:15 am	Monday-Friday	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School
Introduction to Criminal Justice System	AJ 10	Spring	To be determined	To be determined	Cindy DeWoody	Marysville Joint Unified School District	South Lindhurst High School
Advanced Food Preparation	CUL 51B	Spring	To be determined	To be determined	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School
Advanced Baking	CUL 52B	Spring	To be determined	To be determined	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School
Lindhurst spring - To be determined		Spring	To be determined	To be determined	To be determined	Marysville Joint Unified School District	Lindhurst High School

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Lindhurst spring - To be determined		Spring	To be determined	To be determined	To be determined	Marysville Joint Unified School District	Lindhurst High School
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3. **CRITERIA USED TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM CCAP AGREEMENT COURSES OFFERED:**

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the CCAP Agreement Course(s) offered (Ed. Code, § 76004, subd. (c)(1)).:

Students prior grades are considered prior to school approval for participation in dual enrollment courses. Also once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

4. **MINIMUM QUALIFICATIONS FOR INSTRUCTION:** All instructors teaching CCAP Agreement Courses must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended. The minimum qualifications for instruction are:

Course Name & Number	Minimum Qualifications For Instructors
1. Introduction to Criminal Justice System - AJ 10	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
2. Multicultural Communities and the Justice System - AJ 19	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
3. Introduction To Engineering & Science - ENGR 10	Master's in any field of engineering OR Bachelor's in any of the above AND Master's in mathematics, physics, computer science, chemistry or geology OR the equivalent. (NOTE: A bachelor's in any field of engineering with a professional engineer's license is an alternative qualification for this discipline.

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4. Computer Literacy - COMSC 10L	Master's in computer science or computer engineering OR Bachelor's in either of the above AND Master's in mathematics, cybernetics, business administration, accounting or engineering OR Bachelor's in engineering AND Master's in cybernetics, engineering, mathematics, or business administration OR Master's in cybernetics, engineering, mathematics, or business administration OR Bachelor's degree in any of the above AND A master's degree in information science, computer information systems, or information systems OR the equivalent.
5. Basic Food Preparation - CUL 51A	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
6. Professional Baking - CUL 52A	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
7. Advanced Food Preparation – CUL 51B	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
8. Advanced Baking – CUL 52B	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.

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5. **BOOKS AND INSTRUCTIONAL MATERIALS:** The total cost of books and instructional materials for SCHOOL DISTRICT students participating in CCAP course as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.

COURSE NAME & NUMBER	TEXTBOOK	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Introduction to Criminal Justice System - AJ 10	Criminal Justice: Brief Intro ISBN: 9780133591316		None	
Multicultural Communities and the Justice System - AJ 19	Police Community Relations & the Administration of Justice (9 <sup>th</sup> edition), ISBN: 9780134548043 Pending faculty verification		None	
Introduction to Engineering & Science - ENGR 10	Pending faculty verification			
Computer Literacy - COMSC 10L	Pending faculty verification			
Basic Food Preparation - CUL 51A	Pending faculty verification			
Professional Baking - CUL 52A	Pending faculty verification			
Advanced Food Preparation – CUL 51B	Pending faculty verification			
Advanced Baking – CUL 52B	Pending faculty verification			

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6. **JOINT FACILITIES USE PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms and protocols outlined in Section 18, Facilities, of the CCAP Agreement. SCHOOL DISTRICT, as part of Section 18 of this CCAP Agreement, shall extend access and use of the following SCHOOL DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS
To be determined			

7. **INFORMATION SHARING PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the following terms and protocols related to information sharing, in compliance with all applicable state and federal privacy laws.

As described in Section 9.4 of the CCAP Agreement, the CCAP Agreement requires an annual report to the office of the Chancellor of the California Community Colleges by each participating COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-D).)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)

As described in Section 9.5 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

As described in Section 16.1 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Education Code sections 49064, 49076, 76222, and 76243.)

As described in Section 16.2 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)

As described in Section 16.3 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code section 49064 and 76222, as applicable.

As described in Section 16.4 of the CCAP Agreement, by signature of its authorized representative or agent on the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

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8. **PARENTAL CONSENT PROTOCOLS:** As described in Section 5.4 of the CCAP Agreement, students must submit written and signed parental or guardian consent to both PARTIES to participate and enroll in a CCAP Agreement Course.

**OLD**

(Currently Board Approved  
With Revisions Indicated –  
Strikethrough/Bold)

# Marysville Joint USD

## Board Policy

### Bullying

BP 5131.2

#### Students

The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

**(cf. 6163.4 – Student Use of Technology)**

~~Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.~~

**Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.**

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

**As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.**

**(cf. 1020 – Youth Services)**

### Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 - Positive School Climate)

(cf. 6164.2 - Guidance/Counseling Services)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 - Student Use of Technology)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

**Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.**

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

~~(cf. 4131 – Staff Development)~~

~~(cf. 4231 – Staff Development)~~

~~(cf. 4331 – Staff Development)~~

**The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:**

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

#### Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

**The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)**

#### Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.



When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

### **Investigation and Resolution of Complaints**

**Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.**

**If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.**

### **Discipline**

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

**Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.**

**(cf. 4118 – Dismissal/Suspension/Disciplinary Action)**

**(cf. 4119.21/4219.21/4319.21 – Professional Standards)**

**(cf. 4218 – Dismissal/Suspension/Disciplinary Action)**

### **Legal Reference:**

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

**32283.5 Bullying; online training**

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

**52060-52077 Local control and accountability plan**

PENAL CODE

**422.55 Definition of hate crime**

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

**CODE OF REGULATIONS, TITLE 5**

**4600-4687 Uniforma complaint procedures**

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

**CODE OF FEDERAL REGULATIONS, TITLE 28**

**35.107 Nondiscrimination on basis of disability; complaints**

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**104.7 Designation of responsible employee for Section 504**

**106.8 Designation of responsible employee for Title IX**

**110.25 Notification of nondiscrimination on the basis of age**

COURT DECISIONS

**Wynar v. Douglas County School District, (2013) 728 F.3d 1062**

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

**Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities and Facilities, Legal Guidance, March 2014**

**Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014**

**Addressing the Condition of Children: Focus on Bullying, Governance Brief, December 2012**

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

~~Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010~~

**Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009**

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**California's Social and Emotional Learning: Guiding Principles, 2018**

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

**Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assess California K-12 Schools in Responding to Immigration Issues, April 2018**

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

**Guidance to Schools: Bullying of Students with Disabilities, October 2014**

**Dear Colleague Letter: Bullying of Students with Disabilities, August 2013**

**Dear Colleague Letter: Guidance on Schools' Obligation to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010**

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <http://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <http://casel.org>

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Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: October 23, 2012 Marysville, California

**(agendized May 28, 2019)**

## **Board Policy**

### **Bullying**

BP 5131.2

#### **Students**

The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 – Student Use of Technology)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the

development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 – Youth Services)

### Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 - Positive School Climate)

(cf. 6164.2 - Guidance/Counseling Services)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 - Student Use of Technology)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 – Staff Development)  
(cf. 4231 – Staff Development)  
(cf. 4331 – Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

#### Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

#### Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

## Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

## Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

(cf. 4218 – Dismissal/Suspension/Disciplinary Action)

## Legal Reference:

### EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

### PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniforma complaint procedures  
UNITED STATES CODE, TITLE 47  
254 Universal service discounts (e-rate)  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
110.25 Notification of nondiscrimination on the basis of age  
COURT DECISIONS  
Wynar v. Douglas County School District, (2013) 728 F.3d 1062  
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094  
Lavine v. Blaine School District, (2002) 279 F.3d 719

#### Management Resources:

##### CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities and Facilities, Legal Guidance, March 2014  
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
Addressing the Condition of Children: Focus on Bullying, Governance Brief, December 2012  
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009  
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
California's Social and Emotional Learning: Guiding Principles, 2018  
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008  
Bullying at School, 2003  
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS  
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Asses California K-12 Schools in Responding to Immigration Issues, April 2018

##### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Guidance to Schools: Bullying of Students with Disabilities, October 2014  
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013  
Dear Colleague Letter: Guidance on Schools' Obligation to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010  
Dear Colleague Letter: Harassment and Bullying, October 2010

##### WEB SITES

CSBA: <http://www.csba.org>  
California Cybersafety for Children: <http://www.cybersafety.ca.gov>  
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>  
California Office of the Attorney General: <http://oag.ca.gov>  
Center on Great Teachers and Leaders: <http://gtlcenter.org>



Collaborative for Academic Social and Emotional Learning: <http://casel.org>  
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