

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
**Mary Covillaud Elementary School**

628 F Street. Marysville, California 95901

Telephone (530) 741-6121 FAX (530) 741-7868 cov@mjusd.com

*We provide the highest level of learning in a safe, enjoyable, and caring environment.*

**"All Learners will Learn!"**

**Kari Ylst, Principal**

*Presentation to the Board*

2/11/20

I feel so blessed to part of the Mary Covillaud team. With Mr. Eschman's support, I have been able to carry on so many of the fantastic traditions that make Mary Covillaud special. At parent orientation on August 13<sup>th</sup>, I was so excited to meet so many of our learner's families and quickly realized that parent participation is a fantastic part of Mary Covillaud Elementary. To date, I have been part of Mary Covillaud Loves America Day, Grandparents Day, Fall Fun Run, Red Ribbon Week, Mother Son Fun Night, Thanksgiving Feast, Christmas Parade, La Posada, Breakfast with Santa, Christmas Stroll and of course our Christmas Celebration party for our neediest students.

We continue to celebrate learner success every Friday at the Flagpole. It is so exciting to see our learners walk the Walk of Fame with so much pride and to see our teachers and staff celebrating learner success. Taking forty of our learners to Carl's Jr. for Principal's Luncheon each month has been a great experience. Our learners absolutely love being nominated to attend Principal's Luncheon for their hard work and good choices. On December 5<sup>th</sup>, we celebrated our learner's success by having a formal assembly in our cafeteria with parents in attendance. Our learners have so many opportunities to feel successful!

Mary Covillaud parents continue to have multiple opportunities to be on campus and to be involved in their learner's success. PTCO and ELAC meetings are held monthly. Coffee with the principal is available to parents two times a year. Parents regularly attend the Pledge at the Flagpole each and every Friday of the school year. Parents feel welcome at Mary Covillaud!

The support staff and teachers at Mary Covillaud are absolutely committed to making sure that "All Learners Learn". They all hold high expectations for our learners academically and behaviorally. The support staff and teaching staff go the "extra mile" for our students each and every day, and they are continually refining their teaching as well as the interventions that are provided to our learners that are struggling with certain concepts. The support staff and teaching staff at Mary Covillaud are absolutely amazing and committed to our learner's success. This year, GRIT club was added as an after school activity for our GATE learners.

Our school demographics for the 2018-19 school year shows that we had 509 students enrolled, 79.6% of those students were socioeconomically disadvantaged, 14.7% of those students were English learners and 2% of those students were foster youth. Our school performance for the 2018-19 school year shows that in English Language Arts, we were 22.9 points above standard and declined 11.4 points from the previous school year, with one sub group being in yellow, 3 subgroups being in green. Our school performance for the 2018-19 school year in math shows that we were 19.2 points above standard and that we increased 12.6 points from the previous school year, with 2 subgroups in green and two subgroups blue. Our chronic absenteeism rate declined 2.3%, and our suspension rate declined 1.8%. Currently, we are working toward a better understanding of our claims and targets related to accountability measures.

The staff at Mary Covillaud will continue to refine their PLC processes related to learner achievement. Twenty four staff members will be attending a PLC institute in June to support our intervention/enrichment efforts. We continue to ask: What should we be teaching? What will we use to teach these skills? How will we know if our learners got it? and What will we do if they did not understand the skill?

The staff, parents, learners and the community continue to be invested in Mary Covillaud School's continued success! Thank you for the opportunity to serve this district, school and community.

Go Cougars!!!!!!

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CONTRACT SERVICES AGREEMENT  
**Yuba Gardens – Learning By Design, LLC**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 2/11/2020 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LCC (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** commencing from **August 13, 2019- May 7, 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 **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)** (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 as the 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 worked 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, Penny Lauseng (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, Maria Nielsen with Learning by Design 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 5.2C 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 (vii) 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 False 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:**

Learning By Design, LLC  
213 South 400 East  
Hyrum, UT. 84319

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.com

**DISTRICT:**

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:**

By:   
Penny Lauseng  
Assistant Superintendent of Business Services

**Contractor**

By: 

Name: Maria Nielsen

Title: Owner

Exhibit A  
Scope of Work

During the instructional day, Maria Nielsen will provide ten full days of professional development for the certificated staff at Yuba Gardens Intermediate School to support and build their Professional Learning Community. Certificated staff members will work to prioritize essential standards, create pacing guides for essential standards, and begin designing units of study based on the essential standards. Dates are subject to change based on need.

August 13, 2019
October 24, 2019
October 25, 2019
February 6, 2020
March 3, 2020
March 4, 2020
March 5, 2020
April 15, 2020
April 16, 2020
May 7, 2020



## MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

### AGREEMENT FOR INSPECTION SERVICES

PROJECT: **Olivehurst: Site Improvements**

This agreement is made and entered into on this **11th day of February, 2020**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **Jack Campbell** referred to as "INSPECTOR".

#### WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

#### 1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

#### 1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes. As listed in attached Exhibit A: Proposal.

#### 1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$70.00 per hour for DSA Class I;  
\$65.00 per hour for DSA Class II;  
\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: **\$ 8,700.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days' advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

\_\_\_\_\_  
Penny Lauseng, Assistant Superintendent, Business Services

\_\_\_\_\_  
Date

"INSPECTOR"

\_\_\_\_\_  
Jack E. Campbell

\_\_\_\_\_  
February 11, 2020

Date

# Exhibit "A"

Jack E. Campbell Inspection Services

PO Box 569

El Dorado, Ca. 95623

916-532-2039

[jcampbell@directcon.net](mailto:jcampbell@directcon.net)

## Proposal

### Inspection Services for **8198-Olivehurst Site Improvements**

Scope of work will include all Inspection services that will take place for the duration of this project; plan checks through DSA final approval; inspection of all work to assure completion in accordance with the DSA approved plans and specifications including all applicable federal, state, and local building codes and DSA requirements; submittal of daily inspection logs; certification of all work; all DSA required inspections and testing; and review of as-built and closeout drawings, along with all documentation. Work will also include attending the mandatory pre-bid walk and the construction kick-off meeting.

**Contract amount to be: \$8,700**

Regards,



**Jack E. Campbell**





# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Marysville Joint Unified School District ("District"), and is effective as of the date of signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

#### B. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and may receive an invitation to participate in an annual focus group.

### C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a clear credential in the content area in which the Cooperating Teacher is providing supervision;
- Has a minimum of three years of teaching experience (five years preferred) of content area K-12 teaching experience, with two or more years teaching in the current school, and has demonstrated exemplary teaching practices as determined by the employer and the preparation program;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - caring and considerate
  - affirming of diversity and cross-culturally competent
  - a reflective practitioner
  - equitable and fair
  - committed to the belief that all students can learn
  - collaborative
  - technologically proficient
  - professional in leadership

### D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.

- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

#### E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

#### F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to

individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: Stacey Ludwig Johnson

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

Title: VP, Academic Operations

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Point of Contact:

Point of Contact:

Email: [fieldplacement@wgu.edu](mailto:fieldplacement@wgu.edu)

Email:

Phone: 866-889-0132 (Option 1)

Phone:

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533


For legal notices:



# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 2020 – 2021 STUDENT CALENDAR

**DRAFT: 2-Wk.  
Winter Break**



JULY 2020						
	MON	TUE	WED	THUR	FRI	
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
 4 Independence Day						

AUGUST 2020						
	MON	TUE	WED	THUR	FRI	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
6, 7 Voluntary PD Days 10, 11 Site-based PD/Teacher workdays 12 SCHOOL BEGINS 26 District-wide Minimum Days Instructional Days: 14						

SEPTEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
7 Labor Day 16, 23, 30 District-wide Minimum Days Instructional Days: 21						

OCTOBER 2020						
	MON	TUE	WED	THUR	FRI	
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
7 Stull-Bill Goals Day 7, 14, 28 District-wide Minimum Days Instructional Days: 22						

NOVEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
4 District-wide Minimum Day 11 Veterans Day 23 – 27 Thanksgiving Break Instructional Days: 15						

DECEMBER 2020						
	MON	TUE	WED	THUR	FRI	
1		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
2, 9, 18 District-wide Minimum Days Dec. 21 – Jan 4 Christmas/Winter Break Instructional Days: 14						

JANUARY 2021						
S	MON	TUE	WED	THUR	FRI	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
18 Martin Luther King, Jr. Birthday 27 District-wide Minimum Day Instructional Days: 18						

FEBRUARY 2021						
	MON	TUE	WED	THUR	FRI	
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
3, 24 District-wide Minimum Day 3-15 February Recess [Possible PPS/Make-up Days] Instructional Days: 14						

MARCH 2021						
	MON	TUE	WED	THUR	FRI	
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
3, 24, 31 District-wide Minimum Days 10 Site-based PD/Teacher Workday Instructional Days: 22						

APRIL 2021						
	MON	TUE	WED	THUR	FRI	
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
2-9 Easter/Spring Break 14, 21, 28 District-wide Minimum Days Instructional Days: 16						

MAY 2021						
	MON	TUE	WED	THUR	FRI	
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
5, 12, 19 District-wide Minimum Days 31 Memorial Day Instructional Days: 20						

JUNE 2021						
S	MON	TUE	WED	THUR	FRI	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
4 District-wide Minimum Day/Last Day 7, 8 Voluntary PD Days 7-11 [Possible PPS/Snow Make-up Days] Instructional Days: 4						

Total: 180

22



# MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT 2021 – 2022 STUDENT CALENDAR

**DRAFT: 2-Wk.  
Winter Break**



JULY 2021						
MON	TUE	WED	THUR	FRI		
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
 4 Independence Day						

AUGUST 2021						
MON	TUE	WED	THUR	FRI		
1	2	3	4	5	6	8
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
5, 6 Voluntary PD Days 9, 10 Site-based PD/Teacher workdays 11 SCHOOL BEGINS 25 District-wide Minimum Days Instructional Days: 15						

SEPTEMBER 2021						
MON	TUE	WED	THUR	FRI		
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
6 Labor Day 15, 22, 29 District-wide Minimum Days Instructional Days: 22						

OCTOBER 2021						
MON	TUE	WED	THUR	FRI		
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
6 Stull-Bill Goals Day 6, 13, 27 District-wide Minimum Days Instructional Days: 21						

NOVEMBER 2021						
MON	TUE	WED	THUR	FRI		
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
4 District-wide Minimum Day 11 Veterans Day 12 Schools Closed 23 – 27 Thanksgiving Break Instructional Days: 15						

DECEMBER 2021						
MON	TUE	WED	THUR	FRI		
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
2, 9, 18 District-wide Minimum Days Dec. 21 – 31 Christmas/Winter Break Instructional Days: 13						

JANUARY 2022						
MON	TUE	WED	THUR	FRI		
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
17 Martin Luther King, Jr. Birthday 26 District-wide Minimum Day Instructional Days: 20						

FEBRUARY 2022						
MON	TUE	WED	THUR	FRI		
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
2, 9 District-wide Minimum Day 14-21 February Recess [Possible PSPS Make-up Days] Instructional Days: 14						

MARCH 2022						
MON	TUE	WED	THUR	FRI		
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
2, 23, 30 District-wide Minimum Days 9 Site-based PD/Teacher Workday Instructional Days: 22						

APRIL 2022						
MON	TUE	WED	THUR	FRI		
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
11-18 Easter/Spring Break 6, 20, 27 District-wide Minimum Days Instructional Days: 15						

MAY 2022						
MON	TUE	WED	THUR	FRI		
					1	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
4, 11, 18 District-wide Minimum Days 30 Memorial Day Instructional Days: 21						

JUNE 2022						
MON	TUE	WED	THUR	FRI		
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
3 District-wide Minimum Day/Last Day 6, 7 Voluntary PD Days 6-10 [Possible PSPS/Snow Make-up Days] Instructional Days: 3						

Total: 180

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**LICENSE AGREEMENT  
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
AND  
LIFE OF CHRIST MINISTRY**

THIS LICENSE AGREEMENT ("License Agreement") is dated February 11, 2020 ("Effective Date") by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District"), and LIFE OF CHRIST MINISTRY, a Religious Organization ("LOCM"). The District and the Life may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The District is the owner of certain real property located at 4850 Olivehurst Avenue, Olivehurst, California, commonly known as the Ella Elementary School ("School") and more particularly described in Exhibit A, attached hereto and incorporated herein ("School Property").

B. LOCM desires to use a portion of the School Property, described in Exhibit B, attached hereto and incorporated herein (the "License Area") for driveway access to its facility.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. License. The District hereby grants to LOCM and its employees, contractors, representatives, and agents a license to enter onto and use the License Area for drive aisle access.

2. License Area. The License Area consists of the following:

2.1 Description. The License Area consists of approximately 3,800 square feet of property on that portion of the School Property, as depicted on Exhibit B.

2.2 Possession. LOCM accepts the License Area in "as-is" condition.

3. **Term.**

3.1 Term. The license granted to LOCM pursuant to this License Agreement ("License") shall commence on the Effective Date and shall continue for five (5) years after the Effective Date, unless sooner terminated under the terms of this License Agreement ("Term"). In the event LOCM desires to extend the Term, LOCM shall submit a written request for extension of the License Agreement to the District at least one hundred eighty (180) days, but not more than three hundred sixty five (365) days, prior to the expiration of the Term.

3.2 Early Termination. Each Party shall have the right to terminate this License Agreement for any reason upon sixty (60) days written notice being provided to the

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Business Services Department  
Approval: PK  
Date: 1-31-20



other Party upon demonstrated need. District may exercise its rights under this Section 3.2 upon a demonstrated need, which shall be determined in the sole discretion of the District.

3.3 Board Approval. The Board must approve this License Agreement prior to its effectiveness.

4. Fee. The fee for this License shall be the sum of \$1.00 per year ("Fee"). The Fee for the first year shall be paid to the District on or before the Effective Date of the License. Each subsequent Fee payment shall be paid annually on or before the anniversary of the Effective Date.

5. Use of License Area. LOCM shall use the License Area for drive aisle access only.

6. Utilities. LOCM shall be responsible for installing, at its own expense, separate meters for water, gas and electricity necessary to service the License Area. LOCM shall pay all water, gas, electricity, and other utility costs in connection with the use of the License Area.

7. Landscaping and Use of Chemicals. LOCM shall not disturb or destroy any of the existing landscaping on the License Area, including but not limited to the soil, trees, plants, shrubs, and flowerbeds, without prior written approval from the District, which approval may be granted or withheld in District's sole discretion. LOCM shall not use any pesticides, insecticides chemicals or other household or commercial products used to control or terminate insects, ants, termites, rodents or other infestations on the License Area. LOCM shall immediately notify the District in writing in the event LOCM determines the License Area requires any form of treatment or repair for such infestations.

8. Maintenance of License Area. LOCM shall be responsible for the care and maintenance of the License Area, including but not limited to landscaping the area and maintenance of all utilities in the License Area. LOCM shall maintain the License Area free and clear of trash and other nuisances. LOCM shall not modify the License Area or any existing improvements on the License Area in any way without the prior written consent of District.

9. Permits, Licenses and Approvals. LOCM shall obtain all necessary permits, licenses and approvals, at its own expense, from any governmental entity with jurisdiction over LOCM's operations. LOCM shall provide verification to District that all required permits, licenses and approvals have been obtained prior to entering and using the License Area.

10. Compliance with Applicable Laws. LOCM agrees to maintain and operate the License Area in accordance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the License Area, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time ("ADA").

11. Entry and Inspection. The District reserves the right to enter upon the License Area for the purpose of inspecting and ascertaining the condition of the License Area, and as necessary to maintain and repair the License Area.

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12. LOCM Employees. LOCM understands and agrees that it and all of its employees are not considered officers, employees or agents of the District, and are not entitled to benefits of any kind normally provided employees of the District, including but not limited to, state unemployment compensation or workers' compensation. LOCM agrees to abide by the following:

12.1 Nondiscrimination. LOCM shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of employees, contractors, subcontractors, vendors or suppliers. LOCM shall provide equal opportunities to participate in LOCM's Programs. LOCM understands and agrees that violation of this provision may result in termination of this License Agreement and all rights provided herein.

13. Hazardous Materials. LOCM shall not cause or allow hazardous materials, as defined by applicable federal, state and local statutes, rules and regulations, to be generated, stored, possessed, used or disposed of upon or under the License Area in violation of the law. LOCM shall give written notice to the District prior to the release or immediately following the discovery by LOCM of the presence or believed presence of any hazardous material on the License Area.

14. Insurance Requirements. Prior to entering and using the License Area, the LOCM shall obtain, at its sole cost and expense, and maintain at all times during the Term, the following insurance:

14.1 Liability. Public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of Two Million Dollars (\$2,000,000) that shall be maintained and not eroded by other claims during the life of this License Agreement. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts, or failures to act by the LOCM or by authorized representatives of the LOCM on or in connection with the LOCM's use of the License Area. LOCM agrees to name the District, its officers, employees, Board members, and representatives as additional insured under LOCM's liability coverage.

14.2 Automobile Liability. Automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage combined single limit, or not less than Two Million Dollars (\$2,000,000) in the event LOCM transports participants of its programs.

14.3 Workers' Compensation. LOCM shall maintain California Workers' Compensation insurance as required by law. LOCM shall provide the District with a certificate of Workers' Compensation Insurance coverage. The Workers' Compensation coverage will include a waiver of subrogation endorsement that precludes LOCM, or its insurer from subrogating against District for worker's compensation claims, payments or injuries of LOCM's employees.

14.4 All insurance companies must be licensed to do business in California. Prior to use of the License Area, LOCM shall deliver to District copies or certificates of insurance for the insurance policy(ies) required to be obtained in compliance with this paragraph 14, along with written evidence of payment of all required premiums.

15. Indemnification. LOCM agrees that LOCM enters the License Area at LOCM's sole cost and risk. LOCM agrees to indemnify, defend, with counsel chosen by the District, and hold harmless the District, its Board members, employees, agents and representatives, from all liability, damages, actions, losses, costs, claims or expenses, or injuries to any person caused by the LOCM, its employees, agents and representatives (including, without limitation, all expenses of investigation and defense of any such claim or action, including reasonable attorneys' fees and costs) arising out of LOCM's use of the License Area. LOCM hereby releases the District, its elected officials, employees, agents and representatives from any liability, damages, actions, losses, costs, claims or expenses, or injuries to any persons (including reasonable attorneys' fees), or expenses arising out of LOCM's use of the License Area. No officer, official, board member or direct employee of the District shall be personally responsible for any liability arising under or by virtue of this License Agreement.

16. Surrender. Upon default, expiration or early termination of this License Agreement, LOCM shall surrender the License Area to District in the same condition as received, clean and free of debris, and free and clear of all liens and encumbrances, other than those, if any, consented to by District. LOCM shall repair any damage to the License Area occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon expiration or earlier termination of the License, LOCM shall return the License Area to its original condition at LOCM's sole expense and all alterations, improvements and additions shall become the property of District and remain upon and be surrendered with the License Area, unless District requests the removal of the LOCM.

17. Subleases. The LOCM shall not sublease any portion of the License Area without the prior written consent of the District. Upon the sublease of any portion of the License Area, including all subleases currently in effect, whether written or oral, the LOCM shall be responsible for and assume full liability for the actions of all its sublessees, and the LOCM's indemnity requirements in paragraph 15 above shall continue in full force and effect despite any sublease. The LOCM shall make sure all sublessees expressly agree to comply with all terms and conditions of this License Agreement, including but not limited to paragraphs 5 (Use of License Area), 9 (Permits, Licenses and Approvals), 10 (Compliance with Applicable Laws), 12 (Employees) and 14 (Insurance).

18. **General Provisions.** The following general provisions shall apply to this License Agreement:

18.1 **Assignment.** LOCM shall not assign or transfer this License without the prior written consent of District in each instance.

18.2 **Amendments.** This License Agreement may not be amended except by a writing signed by the District and LOCM.

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18.3 Applicable Law. This License Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

18.4 Warranty of Authority. The persons executing this License Agreement on behalf of the District and LOCM represent and warrant that they are duly authorized to execute this License Agreement and to bind their respective Party to all terms and conditions of this License Agreement.

18.5 Notices. Notice to either Party shall be in writing, either (i) personally delivered, (ii) sent by an overnight mail service such as Federal Express, (iii) sent by first-class U.S. mail, or (iv) sent by fax or electronic mail. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by the overnight mail service; (iii) three (3) business days after deposit in the U.S. mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by a dated transmittal.

To LOCM: Life of Christ Ministry  
Life of Christ Outreach Center  
1699 8th Avenue  
Olivehurst, CA 95961  
Attn: Nathan Mayo  
Phone: (530) 741-1981

To District: Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Gary Cena  
Phone: (530) 749-6102  
Fax: (530) 741-7894

With a copy to:

Paul G. Thompson  
Fagen & Friedman & Fulfrost LLP  
520 Capitol Mall, Suite 400  
Sacramento, CA 95821

The LOCM and the District may, at any time, designate different addresses to which subsequent notices, certificates or other communications will be sent.

18.6 Exhibits.

Exhibit A - "Legal Description of License Area"  
Exhibit B - "Depiction of License Area"

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## EXHIBIT A

### Legal Description For License Agreement with Life of Christ Ministry

Being a portion of Lot 27 of Olivehurst Track located in the North 1/4 of Section 5, Township 14 North Range 4 East M.D.M., and said map being on file in the office of the Recorder, in Book 2 of Maps at Page 5 County of Yuba, State of California.

The land described herein is situated in the unincorporated area of the County of Yuba, State of California and is described as follows:

Beginning at the Southeasterly corner of aforesaid Lot 27, thence Westerly along the Southerly side of said Lot 27 and the centerline of that certain County Road known as Eighth Avenue 495.00 feet; leaving said Southerly line of the Lot 27 at a right angle and parallel with the Easterly side of said Lot 27 a distance of 20.00 feet to a point on the Northerly Right of Way of Eighth Avenue, said point being the True Point of Beginning.

Thence from the True Point of Beginning Northerly and parallel with the Easterly side of said Lot 27 310.22 feet; thence Easterly and parallel with the Southerly line of said Lot 27, 13.10 feet; thence Southerly along an existing fence and parallel with the Easterly line of Lot 27, 310.22 feet to the Northerly Right of Way of Eighth Avenue; Thence Westerly and parallel with the Southerly line of said Lot 27 and along the Northerly Right of Way of Eighth Avenue 13.10 feet to the Point of Beginning.

Containing: 4,064.00 square feet 0.09Acres

End of Description

Prepared By: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
January 8, 2014



JOB NO.  
14-011  
DATE  
1/8/14



7TH AVENUE

OLIVEHURST AVENUE

ELLA ELEMENTARY SCHOOL  
MAYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT

00' 1" AREA  
LYNSEE AREA  
4064 FT.



TRUE P.O.B.  
TIE: 20.00'  
TIE: 13.10'  
TIE: 495.00'  
P.O.B. - SOUTHEASTERLY  
CORNER OF LOT 27

8TH AVENUE

EXHIBIT "8"



WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110  
El Dorado Hills, CA 95762  
916-985-1870

LICEN5E AREA

A PORTION OF  
ELLA ELEMENTARY SCHOOL SCALE



OLIVEHURST, YUBA COUNTY, CALIFORNIA 1"=100'

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IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first noted above.

**DISTRICT**

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT,  
a public school district organized and  
existing under the laws of the state of California**

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

Name: Penny Laussing

Title: ASST. Supt. of Business Services

Approved by the Board of Trustees at its  
meeting of \_\_\_\_\_

**LOCM**

**LIFE OF CHRIST MINISTRY,  
a Religious Organization**

**LOCM**

**LIFE OF CHRIST MINISTRY,  
a Religious Organization**

By: Nathan H Mayo

Name: Nathan H Mayo

Title: President

SCHOOL IMPACT MITIGATION AGREEMENT  
BETWEEN  
THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
AND "DEVELOPER"

This School Impact Mitigation Agreement ("Agreement") is effective this 27<sup>th</sup> day of January, 2020, between the Marysville Joint Unified School District ("MJUSD"), a school district organized and existing under the laws of the State of California, and Lendco, LLC, a California Limited Liability Company, referred to as ("Developer").

RECITALS

- A. Developer owns 8.77± acres to be subdivided into 41 residential lots and one commercial parcel in the Neighborhood Mixed Use ("NMX") Zoning District in the Community of Olivehurst located at "Real Address," Exhibit A attached hereto (the "Developer Property");
- B. Developer is utilizing an approved Tentative Map, TSTM #2019-0004, Change of Zone CZ 2019-0001, and Conditional Use Permit CUP 2019-0005, prepared and processed by others, for a residential development within the South Orchard Specific Plan consisting of a maximum 41 units ("Tentative Map") with an average size of 2,201.2 square feet with five (5) models ranging from 1,794 square feet to 2,684 square feet. Developer intends to develop a residential subdivision in accordance with the Tentative Map (the "Development"), Exhibit B attached hereto.
- C. Developer and MJUSD have met and negotiated in good faith on an appropriate means for financing all of the mitigation necessary to provide adequate school facilities to serve the Development. The parties acknowledge that the maximum funding that may be required from Developer under State law may be insufficient to fully mitigate the impact of the Development on MJUSD.

This Agreement is intended to provide visionary mitigation to reduce the impact of projected student enrollment generated by Development on MJUSD by providing MJUSD with voluntarily, self-imposed funding in the amount of \$1.30 per square foot of Assessable Space in addition to the current statutory amount per square foot of \$3.79 Assessable Space, to be paid at the time the permits are drawn. Developer has been made aware that full mitigation may exceed the above mentioned \$5.09 per square foot. However, MJUSD acknowledges and agrees that by providing the financing as described in this Agreement, Developer will have met their obligations to fully mitigate the impact of the Development on MJUSD's school facilities.

NOW THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, MJUSD and Developer (collectively the "Parties") agree as follows:



**ARTICLE I.**  
**RECITALS**

- 1.1 Recitals. The foregoing recitals are true and correct.
- 1.2 Definitions. Attached hereto as Exhibit C is an index to certain terms specifically defined in this Agreement.
- 1.3 Exhibits. Exhibits A through D attached to this Agreement are hereby incorporated into this Agreement by reference.

**ARTICLE II.**  
**EFFECTIVE DATE AND TERMINATION**

- 2.1 Effective Date. This Agreement shall be effective as of the date first written above (the "Effective Date")
- 2.2 Termination. This Agreement shall commence on the Effective Date and shall terminate upon the later to occur, namely ten (10) years following the Effective Date or when the Development has fully developed and all of Developer's obligations in connection therewith are satisfied as determined by MJUSD, whichever is later as evidenced by the issuance of the final permit for residential construction, provided however, such termination shall not apply to any reimbursement obligations of MJUSD pursuant to this Agreement. Upon termination of this Agreement, MJUSD shall record a notice of such termination that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force or effect as to any single-family residence, multi-family building, or any non-residential building, and the lot or parcel upon which such residence or building is located, when such residence or building has been approved by the County for occupancy.

**ARTICLE III.**  
**SCHOOL IMPACT FEES AND ADDITIONAL FUNDING**

- 3.1 Purpose of Agreement. It is the purpose of this Agreement to set forth Developer's commitment to pay both the maximum school fees permitted under State law ("Base School Impact Fee") and provide additional voluntary funding ("Supplemental Impact Fee") to MJUSD as a method of financing a portion of the cost of the school facilities. If MJUSD is able to obtain State funding for new schools, MJUSD is willing to credit these monies, on a pro-rata basis, to developments that fully mitigate their impacts.
- a. MJUSD shall also establish a school impact fee in the amount of \$.61 per square foot of space for each new commercial and/or industrial unit ("Commercial School Impact Fee") prior to the issuance of any building permit for such commercial and/or industrial development that may occur in the Developer Property, shall be applied to fund the construction and completion of the Schools that are in MJUSD.

- b. Commencing one year following the Effective Date of this Agreement, the School Impact Fee and the Supplemental Impact Fee shall be adjusted on an annual basis in equal proportion to the change in the index set forth in the ENR for the San Francisco Bay Region-All Construction. The Commercial Impact Fee shall, after the Effective Date, be adjusted in accordance with Government Code section 65995(b)(3). Developer, along with Developer's successors and assigns, shall receive notification of the adjustment pursuant to the Section 3.1b from MJUSD including the manner in which such adjustment was calculated and the adjusted amount prior to such amount becoming effective.
- c. MJUSD shall use its best efforts to establish school impact fees on property outside of the boundaries of the Development that are approximately equivalent to the fees provided for in this Agreement. In the event it becomes necessary to establish lower fees in any portion of MJUSD outside of the boundaries of the Development, MJUSD shall provide written justification to Developer describing the justification and basis for such lower fees or indicating the parity of such modified fee program. MJUSD shall seek to establish the approximately equivalent fees on any other development in the Developer Property seeking capacity in the Schools and shall use any fees collected to either reduce the Impact Fees hereunder or reimburse Developer pursuant to Section 7 of this Agreement.

3.2 Accounting. MJUSD shall keep a separate account of all Impact Fees and additional funding collected from the Development and shall provide an accounting of costs incurred by MJUSD for new school construction, an accounting of State and local funding received, and accounting of other developer fees received for capacity in the Schools, and documentation on student enrollment at the Schools in accordance with customary accounting procedures and shall provide such detailed accounting statements of the same to Developer on no less than a yearly basis. Such accounting shall reflect all credits due Developer and any reimbursement paid to Developer. In addition, Developer shall have the right, upon reasonable notice but no more often than twice in any twelve (12) month period, to audit MJUSD's books and records to verify the amount of state funding that has actually been collected by MJUSD, the actual enrollment of the Schools and to verify the actual costs incurred by MJUSD for new school construction.

#### ARTICLE IV. SUPPLEMENTAL IMPACT FEE REIMBURSEMENT

4.1 State Funding. For each School to be built, MJUSD shall use its best efforts to maximize its eligibility to obtain funding as reimbursement for the cost of each School consistent with the requirements of California Education Code section 17070.10 et seq. (the "School Facilities Act"). In this regard, MJUSD shall submit or cause to be submitted to OPSC, the State Allocation Board ("SAB"), DSA, CDE, DTSC and any other State or local agency as may be desirable or necessary, any and all properly completed forms, documents, reports, studies or information of any kind that may be required now or during the term of this Agreement for the approval of State funding for each School to be built and the release of such funding to MJUSD. MJUSD shall pursue state funding that will be sufficient to

accommodate students generated by the Development. State funding for such Schools shall be pursued by MJUSD at the earliest time allowed under State law.

4.2. Supplemental School Fee Termination. Notwithstanding anything to the contrary herein, at such time as MJUSD has sufficient revenue for the construction of new schools, MJUSD shall immediately notify Developer of such fact (the "Sufficient Funds Notification"). Thereafter, Developer shall have the option, in the exercise of its sole and absolute discretion, by providing written notice to MJUSD, to either:

- a. no longer have any obligation to pay the Supplemental Impact Fee for future residential units in the Development, in which event, payment of the State minimum Sterling Fee shall be deemed full and final satisfaction of Developer's funding obligations for school facilities or;
- b. continue to authorize MJUSD, pursuant to this Agreement, to collect the Supplemental Impact Fee in effect at that time.

Under this Section 4.2a., Developer shall receive reimbursement from MJUSD of the Supplemental Fee paid to MJUSD, on an ongoing basis, on and of the date MJUSD provides the Sufficient Funds Notification to Developer when MJUSD collects such additional fees from the Developer Property. In other words, in the event Developer elects option 4.2b., MJUSD shall reimburse Developer as and when Supplemental Fees are collected from the Development after the date the Sufficient Funds Notification is given.

## **ARTICLE V. DISPUTES**

5.1 In General. If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this Agreement, Developer and MJUSD shall first attempt to resolve such dispute through informal discussions or other alternative means. Any party may convene such discussions by written notice, and shall reasonably accommodate the other party with respect to scheduling. If the dispute is not resolved in this matter within thirty (30) days, it may be referred to mediation upon the request of either party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process. In the case that MJUSD is forced to obtain legal assistance, all such attorney's fees and associated costs incurred for the collection of this amount will be paid by Developer whether or not a suit is instituted.

## **ARTICLE VI. DISCLOSURE OF COMMITMENT**

6.1 In General. The Parties hereto recognize that Developer may sell portions of the real property located within the boundaries of the Development on a bulk sale basis to one or

more developmental entities. Developer shall provide written disclosures to any such purchasers prior to sale, setting forth the terms, conditions and commitments as contained in this Agreement and any subsequent school construction agreement or school site purchase agreement or agreements entered into the following Effective Date hereof. At the time of delivery of a copy of such written disclosure identifying the purchaser and the nature of any commitments contained in this Agreement or in any subsequent Agreement or Agreements to be assumed by such purchaser, Developer shall send a copy of such disclosure to MJUSD. Developer shall include as a condition to the bulk sale to one or more entities a condition that such entities comply with and assume all terms and conditions of this Agreement by way of written supplement to this Agreement.

- 6.2 Optioned Lots. The Parties hereto recognize that Developer may assign or transfer portions of its optioned Developer Property located within the boundaries of the Development to one or more development entities ("Assignee"). Developer shall provide written disclosures to any such Assignee prior to the transfer of any interest, setting forth the terms, conditions and commitments as contained in this Agreement and any subsequent school construction agreement or school site purchase agreement or agreements entered into following the Effective Date hereof. At the time of delivery of any such written disclosure to any such Assignee and prior to the transfer, Developer shall provide to MJUSD a copy of such written disclosure identifying the Assignee and the nature of any commitments contained in this Agreement or in any subsequent Agreement or Agreements to be assumed by such Assignee. Developer shall include as a condition to the assignment of any option interest to one or more entities a condition that such entities comply with and assume all terms and conditions of this Agreement by way of written supplement to this Agreement.
- 6.3 Transfer. Nothing in this Agreement shall in any way limit the ability of Developer to transfer, sell, assign, encumber or in any way convey (collectively a "Transfer") any interest in the Development or Developer's right to receive credits or reimbursement hereunder, without the consent of MJUSD, provided that Developer provides written notice of such transfer as required by Sections 6.1 and 6.2 above, and the transferee assumes the obligations of Developer under this Agreement in writing. In such event, MJUSD shall look solely to the transferee for performance of Developer's obligations hereunder.

**ARTICLE VII.**  
**RECORDING OF DOCUMENTS:**  
**ACQUISITION BY DEVELOPER OF ADDITIONAL REAL**  
**PROPERTY WITHIN DEVELOPER'S PROPERTY**

- 7.1 In General. Developer agrees to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form of Exhibit D attached hereto and made a part hereof to be recorded in the real property records by the County. The Memorandum of Agreement shall give notice that Developer's property is subject to this Agreement.

- 7.1.1 Not Applicable to Home Buyer. This Agreement shall not apply to any agreement between a developer and a member of the home-buying public pursuant to which

such home buyer has agreed to purchase a single lot upon completion of construction of a dwelling unit on such lot, or any subsequent sale of such lot after such home buyer acquires the completed home. This Agreement shall automatically terminate on a lot-by-lot basis upon the conveyance of that lot to a member of the home-buying public following completion of construction of a dwelling unit on such lot.

7.1.2 Cancellation of Agreement. Upon the recordation of a grant deed which is executed and acknowledged by a developer and which conveys a lot with a completed dwelling to an unrelated member of the home-buying public, or upon the recordation of a quitclaim deed which is executed and acknowledged by MJUSD and which quitclaims MJUSD's interest in the applicable portion of the Property to a developer, this Agreement shall no longer serve any purpose as to such portion of the Property and it will no longer be necessary for third parties to have notice of the existence of the Agreement as to the portion of the Property described in said deed or quitclaim. Upon either such recordation, this Agreement shall be terminated and of no further force or effect and this Agreement shall not be a matter of record with respect to the portion of the Property described in said deed or quitclaim. Developer and MJUSD hereby authorize and direct any and all issues of title insurance with respect to the Property not to indicate the Agreement in matters affecting the condition of title to the Property, or applicable portion(s) thereof, following the recordation of the grant deed(s) or the quitclaim deed(s) described above. Notwithstanding the foregoing, termination of this Agreement shall not release MJUSD from any reimbursement obligations to Developer pursuant to this Agreement.

7.2 Acquisition by Developer of Additional Property. The Parties acknowledged that Developer currently owns approximately 41 residential lots and one commercial parcel and may have option to purchase additional land within the Development. The terms and conditions of this Agreement shall apply to such additional lots within the Development in full force and effect immediately upon the close of escrow by Developer, or its successor in interest, for any such additional lots within the Development.

7.3 Right to Reimbursement. Any rights to receive reimbursement and/or fee credits pursuant to this Agreement shall be for the benefit of Developer and paid to Developer, regardless of any sale or transfer of any portion of the Development, provided however, that Developer shall have the right to assign or transfer such right to reimbursement and/or fee credits by providing written notice thereof to MJUSD.

## **ARTICLE VIII.** **INTERPRETATIONS**

8.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within the State.

- 8.2 Construction. The singular includes the plural; "shall" is mandatory, and "may" is permissive. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific party, and prior versions or drafts of this Agreement shall be used to interpret the meaning or intent of this Agreement or any provision thereof.
- 8.3 Force Majeure. Neither party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, accident, breakage or failure of equipment, strikes, lockouts or other labor, disturbances or disputes of any character, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, acts of terrorism, civil disturbance, riot, litigation or other legal action by a third party arising out of or relating to this Agreement or any School, or by any other occurrence that is beyond the control of that party ("Force Majeure") or its authorized agents, contractors or assigns. Any party relying on a Force Majeure shall give the other party reasonable notice thereof and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the party claiming such Force Majeure to a third party and extending the time periods for performance.
- 8.4 Notices. Any notice to be given hereunder to either party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

To MJUSD:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B Street  
Marysville, CA 95901  
Attn: Superintendent, Gary Cena  
Chief Business Officer, Penny Lauseng  
Phone: (530) 749-6102  
Fax: (530) 742-0573

To Developer:

Lendco LLC  
P.O. Box 591  
Marysville, CA 95901  
Attn: David Lanza  
Phone: 530-743-1565  
Fax:

- 8.5 No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract.
- 8.6 Independent Contractor Status. Each party is an independent contractor and shall be solely responsible for the employment, acts, omissions, control and directing of its employees. Except as expressly set forth herein, nothing contained in this Agreement shall authorize or empower any party to assume or create any obligations or responsibility whatsoever, express or implied, on behalf of or in the name of any other party or to bind any other party or make any representation, warranty or commitment on behalf of any other party.
- 8.7 No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following:
- a. confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it;
  - b. relieve or discharge the obligation or liability of any person not an express party to this Agreement; or
  - c. give any person not an express party to this Agreement any right of subrogation or action against any party in this Agreement.
- 8.8 Time is of the Essence. Time is of the essence in the performance of each party's respective obligations under this Agreement.
- 8.9 Amendments/Waivers. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance or any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.
- 8.10 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement.
- 8.11 Severability. If any provision of this Agreement is held invalid, void or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other parties.

- 8.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.
- 8.13 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the party on whose behalf he or she is signing. The Superintendent for MJUSD further represents and warrants, by his signature, that this Agreement has been duly ratified and approved by the Board of Trustees for MJUSD.
- 8.14 Eminent Domain. Nothing in this Agreement shall prevent MJUSD from exercising its rights of eminent domain pursuant to law.
- 8.15 California Public Records Act. Notwithstanding anything to the contrary contained in this Agreement, Developer acknowledges and agrees that MJUSD is required by the California Public Records Act (commencing with California Government Code section 6250) to produce information found in public records upon the request of any person, including a public entity.
- 8.16 Satisfaction and Release of Developer Obligations. Compliance with the terms and conditions of this Agreement shall constitute full and complete satisfaction of any and all present and/or future obligations of Developer with respect to Sections 53080 and 65995 et seq. of the Government Code, or any other State or local statute or ordinance enacted in the future imposing any fee, assessment, tax or exaction for the financing, construction or provision of school facilities, as they may apply to the Development.
- 8.17 Full Satisfaction. MJUSD agrees that it shall not oppose development of the Development on the basis of inadequate school facilities or seek mitigation for school facilities except as provided in this Agreement. MJUSD agrees that it shall not pursue additional funding for school facilities from Developer, including, but not limited to, the imposition of any fee, assessment, tax, dedication or other requirement for development of the Development, and that this Agreement shall not be affected, terminated, modified, by any subsequent change in local or state law to the extent such change may authorize MJUSD to seek additional fees, assessments, taxes, dedications or other requirements for school facilities.
- 8.18 No Third-Party Benefit. This Agreement is by and between the parties named herein, and unless expressly provided in the foregoing provisions no third-party shall be benefited hereby. This Agreement may not be enforced by anyone other than a party hereto or a successor to such party who has acquired his/her/its.
- 8.19 Attorney Fees. In the event of any action or proceeding, including a reference pursuant to Section 638, et seq., of the Code of Civil Procedure, brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding. In addition to the foregoing, the prevailing party shall be entitled to its reasonable attorneys' fees and all fees, costs and expenses incurred in any post-judgment proceedings to collect or enforce the judgment.



This provision is separate and several and shall survive the merger of this Agreement to any judgment on this Agreement.

- 8.20 MJUSD to Use Best Efforts to Perform Agreement. MJUSD agrees to use its best efforts, and take all reasonable and necessary actions, pursuant to the terms and conditions herein and as feasible pursuant to applicable law.

IN WITNESS WHEREOF, this Agreement has been entered into by and between MJUSD, and Developer.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

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

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

LENDSCO, LLC

By:  1-27-20  
David Lanza

Its: Managing Partner

EXHIBIT A

REAL PROPERTY ADDRESS

South of Autumn Lane, west of Sunhaven Court, and north of Erle Road,  
in the Olivehurst Community

EXHIBIT B  
(DEVELOPER PROPERTY MAP)



EXHIBIT C

(DEFINITIONS INDEX)

Agreement:	Agreement means this School Impact Mitigation Agreement between MJUSD and Developer.
Assessable Space:	Assessable Space means all space within the Developer Property which is assessable pursuant to Government Code section 65995, as particularly identified in any application for a building permit for the Developer Property.
Base School Impact Fee:	Base School Impact Fee has the meaning assigned to it in Section 3.1 of this Agreement.
California Public Records Act:	California Public Records Act means the requirements commencing with California Government Code section 6250 et seq.
CDE:	CDE means the California Department of Education
Commercial School Impact Fee:	Commercial School Impact Fee means the school impact fee in the amount of \$.61 per square foot of space for each new commercial and/or industrial unit within the Development.
County:	County means the County of Yuba in the State of California.
Developer:	Developer means Developer.
Developer Property:	Developer Property means the 41 Residential lots that Developer owns.
Development:	Development means the residential subdivisions in the Specific Plan Area to be developed by the Developers.
DSA:	DSA means the Division of State Architect.
DTSC:	DTSC means the California Department of Toxic Substance Control.
Effective Date:	Effective Date means the date first written above in this Agreement.
Final Map:	Final Map means the final subdivision map submitted by the Developers to the County.
Force Majeure:	Force Majeure has the meaning set forth in Section 8.3.
Notice of Completion:	Notice of Completion means the notice filed with the County providing notice that the work of improvement for the School(s) has been completed in accordance with the terms of this Agreement.

Office of the County Recorder:	Office of the County Recorder means the recorder's office in the County of Yuba.
OPSC:	OPSC means the Office of Public School Construction.
OPUD:	OPUD means the Olivehurst Public Utilities District.
MJUSD:	MJUSD means the Marysville Joint Unified School District, a school district organized and existing under the laws of the State of California.
SAB:	SAB means the State Allocation Board.
School Facilities Act:	School Facilities Act means the requirements set forth in California Education Code section 17070.10 et seq.
Base School Impact Fee:	School Impact Fee means the school impact fee in the amount of \$3.79 per square foot for each new residential housing unit within the Development.
School or Schools:	School or Schools means the K-12 schools to be developed through new construction or modernization and expansion of existing facilities.
Site Preparation Requirements:	Site Preparation Requirements means the rough grading of the School Site(s), the provision of sidewalks, water, sewer, electricity, telephone and cable television utilities stubbed to the property line and the installation of frontage street improvements and storm drain facilities.
Specific Plan Area:	Specific Plan Area means the Specific Plan Area.
State:	State means the State of California.
Sufficient Funds Notification:	Sufficient Funds Notification has the meaning assigned to it in Section 4.2 of this Agreement.
Superintendent:	Superintendent means the school superintendent for MJUSD.
Supplemental Impact Fee:	Supplemental Impact Fee means the school impact fee in the amount of \$1.30 per square foot for each new residential housing unit within the Development.
Tentative Map:	TSTM #2019-0004, Change of Zone CZ 2019-0001, and Conditional Use Permit CUP 2019-0004, prepared and processed by others, for a residential development within the South Orchard Specific Plan ("TBA") consisting of a maximum 41 units.

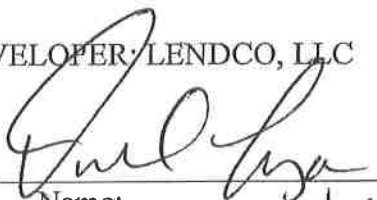
NOW, THEREFORE, as consideration for the mutual promises and covenants contained herein, the District and Developer hereby agree as follows:

1. The Agreement, by its express terms, creates a covenant running with the land which binds successive owners.
2. Either party may record this Memorandum of Agreement to mitigate school impacts.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Gary Cena, Superintendent

DEVELOPER: LENDCO, LLC

By:  \_\_\_\_\_ Dated: Jan 27, 2020  
Name: Lendco  
Title: Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Patrick J. Kernan  
Kingsley Bogard LLP  
Counsel for Marysville Joint Unified School District

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

## MEMORANDUM OF AGREEMENT

**RECORDING REQUESTED BY:**  
Marysville Joint Unified School District

**WHEN RECORDED, MAIL DOCUMENT TO:**  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attention: Chief Business Officer, Penny  
Lauseng

APN: 019-762-001-000  
Lot No.  
Tract No. Parcel Map No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MEMORANDUM OF AGREEMENT TO MITIGATE SCHOOL IMPACTS

This Memorandum of Agreement to mitigate school impacts is between the Marysville Joint Unified School District, a public school district in the State of California, with offices at 1919 B Street, Marysville, CA 95901 ("District") and Lendco, LLC, a California Limited Liability Company, with offices at 710 3<sup>rd</sup> Street, Marysville, CA 95901 ("Developer").

### RECITALS

- A. WHEREAS, the District and Developer have entered into an Agreement to mitigate school impacts ("Agreement") under which the Developer has agreed to pay school impact amounts to the District, which is dated and effective as of January 27th 2020
- B. WHEREAS, Developer is the owner of certain real property as described in Appendix A attached hereto and incorporated by reference and referred to herein as the Property;
- C. WHEREAS, Developer has assumed certain obligations pursuant to the terms of the Agreement to pay school impact amounts to the District, including an immediate payment of mitigation amounts and a payment of additional mitigation amounts upon certain changes to the planned development of the Property;
- D. WHEREAS, the parties to this Memorandum of Agreement to mitigate school impacts intend to bind all assignees and successors-in-interest in the Property, or any portion thereof, to the terms and conditions of the Agreement.



ACKNOWLEDGMENT

State of California

County of Yuba

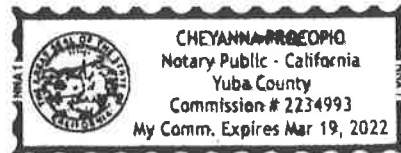
On January 27th 2020 before me Cheyanna Procopio, A Notary Public  
(insert name and title of the officer)

personally appeared David Lanza  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ADDITIONAL OPTIONAL INFORMATION

**Description of the Attached Document:**

Title or Description of Attached Document: \_\_\_\_\_

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Additional Information: \_\_\_\_\_

**Capacity Claimed by the Signer:**

- ☐ Individual(s)
- ☐ Corporate Officer \_\_\_\_\_ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other \_\_\_\_\_

**APPENDIX A**  
**to**  
**MEMORANDUM OF AGREEMENT TO SCHOOL IMPACT MITIGATION**  
**AGREEMENT**

REAL PROPERTY IN THE UNINCORPORATED AREA OF COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE LAND IDENTIFIED AS LOT 303 AS SHOWN UPON THE CERTAIN ENTITLED "TRACE MAP NO. 2004-60, THE ORCHARD PHASE SIX," ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 98 OF MAPS, PAGE 12 THROUGH 17.

EXCEPTING THEREFROM THAT PORTION THEREOF, LYING WITHIN THE BOUNDARIES OF THE WIGET TRACT, AS SHOWN ON THE MAP THEREOF, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA, IN BOOK 43 OF MAPS, PAGE 16.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED EXECUTED BY MARIO BRUSASCHETTI, ET UX, TO THE COUNTY OF YUBA, DATED NOVEMBER 4, 1969, AND RECORDED NOVEMBER 5, 1969 IN BOOK 490 OF OFFICIAL RECORDS, PAGE 538.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED EXECUTED BY MARY ANITA ROSEBERRY, ET AL., TO JIMMY R. THOMPSON, ET UX DATED SEPTEMBER 30, 1987, AND RECORDED OCTOBER 13, 1987 IN BOOK 920 OF OFFICIAL RECORDS, PAGE 273.