

SCHOOL RESOURCE OFFICER AGREEMENT

BY AND BETWEEN

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AND

YUBA COUNTY OFFICE OF EDUCATION

AND

CITY OF MARYSVILLE

FISCAL YEAR 2020-21

RECITALS

THIS SCHOOL RESOURCE OFFICER AGREEMENT is dated as of July 1, 2020 (the "Agreement") by and between the Marysville Joint Unified School District, a public school district of the State of California, hereafter referred to as "MJUSD", Yuba County Office of Education, a public school county office of education of the State of California, hereafter referred to as "YCOE", and the City of Marysville, a municipal corporation, hereafter referred to as the "City" (with all parties of this agreement hereafter referred to as "Parties"), and is entered into in light of the facts set forth in the following recitals who agrees as follows:

-- RECITALS --

- A. City has established a municipal police department as an instrumentality of the City (the "Department"), and the Department is recognized by the State of California as a municipal law enforcement agency.
- B. MJUSD is a public school district in the County of Yuba, State of California, and has administrative offices located at 1919 B Street, Marysville, CA 95901.
- C. YCOE is a public school county office of education in the County of Yuba, State of California, and has administrative offices located at 935 14th St., Marysville, CA 95901.
- D. MJUSD and YCOE desire to obtain special law enforcement services from the City, acting by and through the Department, to provide an additional level of law enforcement services for the benefit of the public school

students of MJUSD and YCOE as described in this Agreement on the public school campuses of located in the city of Marysville with the Police Officer working out of a central location on the campus of Marysville High School, and the City acting by and through the Department desires to provide such services on the terms and conditions set forth in this Agreement.

- E. MJUSD, YCOE, and the City may enter into arrangements for the City to provide an additional level of law enforcement services to public agencies such as MJUSD and YCOE as set forth in this Agreement.
- F. The Department possess the special experience, knowledge and expertise necessary for the performance of the "special service" law enforcement services required by this Agreement; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of crime on public school campuses and/or which otherwise involve public school students; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the State legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and challenging law enforcement duties including public school campuses and students.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Service.** The scope of the public safety and law enforcement services (collectively, the "Program") to be provided by the City, acting by and through the Department to MJUSD and YCOE, shall be those duties described in the Scope of Services document attached hereto as Exhibit "A" and incorporated by this reference.

2. **Term.** This Agreement shall commence on July 1, 2020 and shall continue through June 30, 2021, unless the Program and this Agreement is sooner terminated, as set forth in paragraph 6 of this Agreement.

3. **Payment.** MJUSD and YCOE shall pay the City, for the police services as set forth in the Scope of Services provided by School Resource Officers during the term of this Agreement, the sum of One Hundred Thousand Dollars and 00 Cents (\$100,000) with MJUSD being responsible for 70% of this amount, or \$70,000, and YCOE being responsible for 30% of this amount, or \$30,000. Such sum shall be payable by both MJUSD and YCOE to the City in four (4) equal installments with the first such installment due as of July 1, 2020 and the following equal installment payable due as of October 1, 2020, January 1, 2021 and April 1, 2021, respectively. Such police services as shall be provided by the City acting by and through the Department to MJUSD and YCOE under the Program shall include one (1) sworn peace officer of the Department assigned by the Department, in consultation with MJUSD and YCOE, for all MJUSD and YCOE campuses located within the city of Marysville and is to work out of a central location on the campus of Marysville High School for the term this Agreement as more particularly set forth in the Scope of Services. The Department shall submit quarterly invoices for the payment of such cost for the police services to MJUSD to the attention of the Superintendent, Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901. The Department shall submit quarterly invoices for the payment of such cost for the police services to YCOE to the attention of the Superintendent, Yuba County Office of Education, 935 14th St., Marysville, CA 95901. Payment shall be made to the Department by MJUSD and YCOE no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. No School Resource Officer rendering services under this Agreement shall be an employee of MJUSD or YCOE for federal or state tax purposes, or any other purpose. The Department shall be responsible for tax withholding as required by applicable law for the School Resource Officer. MJUSD and/or YCOE shall have no responsibility for payment of any tax liability arising out of the compensation for services performed by any School Resource Officer under this Agreement.

The School Resource Officer who is assigned by the Department to provide services under this Agreement shall not be deemed to be an employee or agent of MJUSD or YCOE and shall not be deemed qualified or eligible to participate in any MJUSD or YCOE pension plan, retirement, health and welfare program, or any similar program or, benefit, as a result of this Agreement. The School Resource Officer shall report directly to the Marysville Chief of Police or designee through the Marysville Police

Department established "chain of command". The Department shall maintain direct supervisory control over the School Resource Officer; provided however, that MJUSD and YCOE shall have the right to approve the individual School Resource Officer assigned to it by the Department, and MJUSD and YCOE shall have the right to require that any assigned School Resource Officer be replaced upon the request of MJUSD and YCOE in the collective and reasonable discretion of both MJUSD and YCOE.

MJUSD and YCOE assume no liability for worker's compensation for the assigned School Resource Officer. The Department shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the School Resource Officer assigned under this Agreement. It shall be the sole responsibility of the Department to account for all of the above, and the Department agrees to hold MJUSD and YCOE harmless from any liability for these taxes or employment costs.

At all times during the term of this Agreement, the School Resource Officer shall be a sworn police officer employee of the City subject to the supervision, control and direction of the City and subject to the personnel rules and procedures of the City.

5. **Indemnification.**

- a. The City shall defend, indemnify and hold harmless MJUSD and YCOE, its officers, agents and employees from any and all loss, including attorney's fees, sustained by MJUSD or YCOE by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City or any School Resource Officer, officer, agent or employee.
- b. MJUSD and YCOE shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of MJUSD and/or YCOE, its officers, agents or employees of MJUSD or YCOE under the Program.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be

followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

- e. Each party shall establish and implement procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by any Party at any time prior to the end of the Term, with or without cause for the sole convenience of the Party who may elect to terminate this Agreement, upon delivery of a written Notice of Intent to Terminate to the other Party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepared, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received by the other two Parties, as the case may be. In the event of termination, MJUSD and YCOE will compensate the City for all services rendered to the effective date of such termination. The Marysville Chief of Police is designated as authorized to accept such notice for the Department and the City, the MJUSD Superintendent is designated to accept such notice for MJUSD, and the YCOE Superintendent is designated to accept such notice for YCOE.

7. **Assignment.** This Agreement is for personnel services to be performed by the City acting by and through the Department. Neither this Agreement nor any duties or obligations to be performed by the Department under this Agreement shall be assigned without the prior written consent of both MJUSD and YCOE. In the event of an assignment by the City to which both MJUSD and YCOE have consented, the assignee or its legal representative shall agree in writing with MJUSD and YCOE to assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notice, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

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

YCOE: Yuba County Office of Education
935 14th Street
Marysville, CA 95901
Attn: Superintendent

Department: Marysville Police Department
316 6th Street
Marysville, CA 95901
Attn: Chief of Police

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the Program which is the subject matter of this Agreement. There are no other promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Boards of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing boards of the Marysville Joint Unified School District and Yuba County Office of Education, as evidenced by motions of said boards duly passed, and adopted in compliance with the provisions of Education Code Section 39656.

IN WITNESS WHEREOF, City, MJUSD, and YCOE have executed this Agreement as of the day and year first above written.

CITY:
City of Marysville

By: _____
Marti Brown
City Manager

By: _____
Christian S. Sachs
Chief of Police

MJUSD:
Marysville Joint Unified School District

By: _____
Gary Cena, Superintendent

YCOE:
Yuba County Office of Education

By: _____
Francisco Reveles, Superintendent

Exhibit A
Scope of Services
FISCAL YEAR 2020-21

This Scope of Services is part of an agreement entitled "School Resources Officer Agreement (the "Agreement")" by and between MJUSD, YCOE, and the City for the Fiscal Year of 2020-21. Unless the context of the usage of a particular term may otherwise require, all defined term used in this Exhibit "A", denoted by an initial capital letter in each such word, shall have the same meaning as set forth in the Agreement.

PURPOSE

A prosperous future for the citizens of Marysville depends, in large measure, upon the MJUSD and YCOE's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City acting by and through the Department, in collaboration with MJUSD and YCOE, conducts the Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The Program is intended to insure to the greatest extent reasonably feasible, that no student's right to receive an education is abridged by violence or disruption in the school or class room setting.

The Program by the City acting by and through the Department involves the assignment of a School Resource Officer to all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. In accordance with staffing ability and the demonstrated needs of the schools, the Department will assign a full-time School Resource Officer for the services designated in this Agreement.

With daily interaction among the administration of each school, MJUSD, YCOE, the School Resource Officer and the Department, the Parties acknowledge and agree to mutually consult with each other and establish, maintain, and update specific guidelines and procedures to be followed by the School Resource Officers and individual school administrators in the implementation of the Program. The Exhibit clarifies the role of the School Resource Officers and the school administrators, the scope of their authority, and the responsibilities of MJUSD, YCOE, and the Department in this collaboration. The success of the School Resource Officer program relies on effective communication between the School Resource Officer, the principals and other key staff members in each organization.

POLICE SERVICES

The City acting by and through the Department hereby agrees to provide MJUSD and YCOE with the special police services as follows: a fully uniformed police officer employee of the City shall be assigned by the Department to work as School Resource

Officer for all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. Such sworn police officer/School Resource Officer ("SRO") assigned by the Department to the school sites of MJUSD and YCOE shall be physically present at those sites at least 50% of each 40 hour work week, except when subpoenaed for court, attending official police training or business assigned by the Department or when such SRO is taking routine vacation and special time off as an employee of the City, or on days when public school students are not scheduled for regular attendance at such school site, school holidays and other periods of time when MJUSD and YCOE may designate. The School Resource Officer (SRO) may perform police officer services as directed by the Department at time outside the time periods set forth for duty as an SRO under this Agreement when deemed necessary by the Department.

ACKNOWLEDGEMENT AND AGREEMENT

Between

Marysville Joint Unified School District

And

ProCare Therapy

Background

1. On approximately January 10, 2020, the Marysville Joint Unified School District ("District") and ProCare Therapy ("Contractor") entered into an agreement (the "Agreement") for the provision of Special Education related services including Consultants for Speech Language Pathology (the "Services").
2. On March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus.
3. On March 19, 2020 Executive Order N-33-20 was issued requiring individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sector.
4. The District has temporarily closed schools to comply with State and local guidance.

Acknowledgement and Agreement

In light of the foregoing, the Parties acknowledge and agree as follows:

1. District shall continue to pay Contractor during the period while the District's schools are closed due to COVID 19 as follows: Special Education related services in the areas of providing a licensed speech language pathology as available in a distance learning environment which is mutually agreed upon between District Administration and ProCare Therapy. This arrangement shall end at the end of the 2019-2020 school year.
2. Contractor shall continue to provide the same kinds and levels of service to the District as noted in number one (1.) immediately above, except to the extent that it is prevented from doing so due to school closures and/or legal prohibitions relating to COVID-19. Where Contractor is prevented from providing the same types or levels of service, Contractor shall work with the District to provide alternative types and levels of services to come as close as possible to the service provided prior to the school closure and not to exceed the original amount of the agreement. In addition, the *Remote Services Documentation* forms must be completed and submitted with each invoice. *Remote Services Documentation* form is attached as Exhibit A.

3. Contractor shall continue to pay its employee who is not an employee of the District. Contractor agrees to immediately resume services at pre-school closure levels under the terms of the Agreement when schools are re-opened.
4. All other terms of the Agreement shall remain in effect, without modification.
5. Each person executing this letter has full and legal authority to execute this Amendment for and on behalf of their respective Party and to bind that Party.

FOR CONTRACTOR.	FOR DISTRICT
<u>Stephanie Morris VP</u>	<u>Penny Lauseng, Assistant Superintendent, Business Services</u>
Print Name and Title	Print Name and Title
<u>Stephanie Morris /s/</u>	<u>Penny Lauseng</u>
Signature	Signature
<u>April 2, 2020</u>	<u>4-3-20</u>
Date	Date

ACKNOWLEDGEMENT AND AGREEMENT

**Between
Marysville Joint Unified School District
And
Maxim Staffing Sacramento**

Background


1. On approximately November 19, 2019 the Marysville Joint Unified School District ("District") and Maxim Staffing Sacramento, a Maryland Corporation ("Contractor") entered into an agreement (the "Agreement") for the provision of Special Education related services including Registered Nurse services (the "Services").
2. On March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus.
3. On March 19, 2020 Executive Order N-33-20 was issued requiring individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sector.
4. The District has temporarily closed schools to comply with State and local guidance.

Acknowledgement and Agreement

In light of the foregoing, the Parties acknowledge and agree as follows:

1. District shall continue to pay Contractor during the period while the District's schools are closed due to COVID 19 as follows: Special Education related services in the areas of providing a licensed registered nurse as available in a distance learning environment which is mutually agreed upon between District Administration and Maxim Staffing Sacramento. This arrangement shall end at the end of the 2019-2020 school year.
2. Contractor shall continue to provide the same kinds and levels of service to the District as noted in number one (1.) immediately above, except to the extent that it is prevented from doing so due to school closures and/or legal prohibitions relating to COVID-19. Where Contractor is prevented from providing the same types or levels of service, Contractor shall work with the District to provide alternative types and levels of services to come as close as possible to the service provided prior to the school closure and not to exceed the original amount of the agreement. In addition, the *Remote Services Documentation* forms must be completed and submitted with each invoice. *Remote Services Documentation* form is attached as Exhibit A.

3. Contractor shall continue to pay its employee who are not an employee of the District. Contractor agrees to immediately resume services at pre-school closure levels under the terms of the Agreement when schools are re-opened.
4. All other terms of the Agreement shall remain in effect, without modification.
5. Each person executing this letter has full and legal authority to execute this Amendment for and on behalf of their respective Party and to bind that Party.

FOR CONTRACTOR.	FOR DISTRICT
Jessa Lombo, Regional Controller	Penny Lauseng, Assistant Superintendent, Business Services
Print Name and Title	Print Name and Title
Jessa Lombo <small>Digitally signed by Jessa Lombo Date: 2020.04.06 18:03:34 -04'00'</small>	
Signature	Signature
4/6/2020	4-13-20
Date	Date

ACKNOWLEDGEMENT AND AGREEMENT**Between****Marysville Joint Unified School District****And****School Steps Inc.****Background**

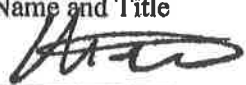

1. On approximately May 29, 2019 the Marysville Joint Unified School District ("District") and School Steps Inc. ("Contractor") entered into an agreement (the "Agreement") for the provision of Special Education related services including Speech Therapy and Occupational Therapy (the "Services").
2. On March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus.
3. On March 19, 2020 Executive Order N-33-20 was issued requiring individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operations of the federal critical infrastructure sector.
4. The District has temporarily closed schools to comply with State and local guidance.

Acknowledgement and Agreement

In light of the foregoing, the Parties acknowledge and agree as follows:

1. District shall continue to pay Contractor during the period while the District's schools are closed due to COVID 19 as follows: Special Education related services in the areas of Speech Therapy and Occupational Therapy as available in a distance learning environment which is mutually agreed upon between District Administration and School Steps, Inc. This arrangement shall end at the end of the 2019-2020 school year.
2. Contractor shall continue to provide the same kinds and levels of service to the District, except to the extent that it is prevented from doing so due to school closures and/or legal prohibitions relating to COVID-19. Where Contractor is prevented from providing the same types or levels of service, Contractor shall work with the District to provide alternative types and levels of services to come as close as possible to the service provided prior to the school closure and not to exceed the original amount of the agreement. In addition, the *Remote Services Documentation* forms must be completed and submitted with each invoice. *Remote Services Documentation* form is attached as Exhibit A.

3. Contractor shall continue to pay its employees who are not employees of the District. Contractor agrees to immediately resume services at pre-school closure levels under the terms of the Agreement when schools are re-opened.
4. All other terms of the Agreement shall remain in effect, without modification.
5. Each person executing this letter has full and legal authority to execute this Amendment for and on behalf of their respective Party and to bind that Party.

FOR CONTRACTOR.	FOR DISTRICT
Matt Stringer, President	Penny Lauseng, Assistant Superintendent, Business Services
Print Name and Title	Print Name and Title
	
Signature	Signature
4-13-20	4-13-20
Date	Date

Marysville Joint Unified School DistrictCONTRACT SERVICES AGREEMENT

Enabling Solutions/Glenda Anderson

Assistive Technology Assessment and Support for Students with Special Needs

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this September 24, 2019 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Enabling Solutions. For the purposes of this Agreement DISTRICT and Enabling Solutions 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:

ENGAGEMENT TERMS

SCOPE OF WORK: See Exhibit A

TERM: This Agreement shall have a term of the 2019-2020, 2020-2021 and 2021-2022 school years, concluding July 30, 2022. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.

COMPENSATION:

Enabling Solutions shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is prescribed within student IEPs as approved by the Executive Director of Special Education.

Enabling Solutions will invoice business services on a monthly schedule. Invoice requests will be compared to actual IEP documentation prior to clearing for payment.

Enabling Solutions compensation rate is \$100.00 per hour of work and \$50.00 an hour for travel time. The Not to Exceed Amount for this agreement shall be not greater than \$ 5,000.00 per school year for a total not to exceed amount of \$15,000.00 per term of the contract.

- 1.1 PAYMENT OF COMPENSATION: Payment for services shall be paid to CONTRACTOR in monthly increments 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.
- 1.2 Within 15 calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within 30 calendar days 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.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Executive Director of Special Education (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Director 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.

Contract, Enabling Solutions

16

- 2.2 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. For example, written reports and recommendations to IEP teams.
- 2.3 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 understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - D. 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
 - E. All of CONTRACTOR's employees and agents 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.
- 2.4 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.

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 One Million Dollars (\$1,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. 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.

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.

- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 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 Indemnities") 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 Indemnities 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 Indemnities 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 DISTRICT.
- 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.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT or CONTRACTOR may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR/DISTRICT a minimum of 30 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.

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, 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.
- 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:

Glenda Anderson
Enabling Solutions
1680 Covey Run Court
Paradise, CA 95969
530-518-6182

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Toni Vernier
530-749-6180

Contract, Enabling Solutions

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 work currently completed by the 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, CA, 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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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 - MJUSD
Asst. Supt. of Business Services

Enabling Solutions:

By:



Name:

Glendatt Anderson

Title:

Assistive Technology Specialist

Marysville file
see in email for
full contract

Exhibit A-Scope of Work

Enabling Solutions agrees to provide services according to requests made by Individual Education Planning Teams (IEP teams) and referrals to the Executive Director of Special Education for the purpose of Assistive Technology and/or Augmented Communication Devise evaluation.

All referrals from IEP teams are made to the Director prior to work commencing from Enabling Solutions. The general scope of work consists of assistive technology evaluations and/or Augmented Communication evaluations of students with specific types of disabling conditions which generally impact accessibility and communication.

In addition, Enabling Solutions will attend at IEP meetings for the purpose of sharing evaluation results and assisting with educational planning. Enabling solutions may also, with the consent of the Director, provide education, training, and support to general and special education teachers on supporting the student to use technology devises and tools within the educational environment in order to allow for the highest level of accessibility to curriculum and the school environment in general.

**NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY
MASTER CONTRACT
2019-2020**

Supplemental Memorandum of Understanding

This Supplemental Memorandum of Understanding, amending the 2019-2020 Nonpublic Nonsectarian School/Agency Master Contract ("MOU") is made and entered into by and between the Marysville Joint Unified School District ("Local Education Agency" or "LEA") and the Aldar Academy ("Contractor")(together "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 Nonpublic Nonsectarian School/Agency Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic, that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time ("Closure"); and

WHEREAS, the Contract addresses School Closure Due to Emergency at Section VI Financial Section, Paragraph 61;

WHEREAS, the Parties desire to acknowledge Section VI, Financial Paragraph 61 and amend the Contract to permit the Contractor to continue providing services to student(s) and to ease the financial impact on the Contractor, consistent with State and Federal guidance.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

MOU TO THE CONTRACT

1. The following provisions shall apply to amend the Contract:
 - a. In addition to the regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Section I, Paragraph 6 and Section VI, Paragraph 57 of the Master Contract), the Contractor shall submit to the LEA a work plan and detailed services logs reflecting dates, times, manner, and description of services provided in accordance with the Distance Learning Plan.
 - b. The Contractor will comply with all relevant federal and state laws and lawful executive Orders pertaining to the COVID-19 state of emergency, including but not limited to, the United States CARES Act (H.R. 748-2).

c. Current Individual Services Agreements

- i. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:

- ☐ NOT APPLICABLE
- ☐ Intensive Individual Services
- ☐ Health and Nursing
- ☐ Behavior Intervention Services
- ☐ Interpreter Services
- ☐ Other: Please List: _____

- ii. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;
- iii. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;
- iv. Contractor agrees to pay such Contractor employee(s) at his/her regular rate during the Closure, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;
- v. Such Contractor employee(s) is not otherwise employed during the hours he/she is usually employed by Contractor.
- vi. In the event that a Contractor employee covered under this MOU ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services.
- vii. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days prior written notice, as provided in Article II Administration of Contract, Paragraph 14 of the Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.

- d. The above Paragraph, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as this occurs, the MOU shall cease to be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

- a. All other provisions of the Contract, inclusive of the Master Contract and Individual Services Agreements, shall remain in full force and effect and are reaffirmed, including Section VI, Paragraph 61, entitled LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY, which shall govern payment during Closure.
- b. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature

Name and Title: _____

Contractor/Nonpublic School/Agency: Aldar Academy

Date

Authorized Representative Signature

Name and Title: Penny Lauseng, Asst. Supt., Business Services

LEA: Marysville Joint Unified School

District _____

**NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY
MASTER CONTRACT
2019-2020
Supplemental Memorandum of Understanding**

This Supplemental Memorandum of Understanding, amending the 2019-2020 Nonpublic Nonsectarian School/Agency Master Contract ("MOU") is made and entered into by and between the Marysville Joint Unified School District ("Local Education Agency" or "LEA") and the Sierra School at Eastern Lower ("Contractor")(together "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the 2019-2020 Nonpublic Nonsectarian School/Agency Master Contract ("Contract") for the purpose of providing special education and related services to individuals with exceptional needs; and

WHEREAS, the COVID-19 (Novel Coronavirus) pandemic, that, together with Local, State, and Federal responses thereto has necessitated the temporary closure of LEA schools, temporary suspension of scheduled services, and transition to temporary distance learning, each for an unknown period of time ("Closure"); and

WHEREAS, the Contract addresses School Closure Due to Emergency at Section VI Financial, Paragraph 61;

WHEREAS, the Parties desire to acknowledge Section VI, Financial Paragraph 61 and amend the Contract to permit the Contractor to continue providing services to student(s) and to ease the financial impact on the Contractor, consistent with State and Federal guidance.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

MOU TO THE CONTRACT

1. The following provisions shall apply to amend the Contract:
 - a. In addition to the regular service logs required by the Contract and/or applicable Individual Services Agreement (see, e.g., Section I, Paragraph 6 and Section VI, Paragraph 57 of the Master Contract), the Contractor shall submit to the LEA a work plan and detailed services logs reflecting dates, times, manner, and description of services provided in accordance with the Distance Learning Plan.
 - b. The Contractor will comply with all relevant federal and state laws and lawful executive Orders pertaining to the Covid-19 state of emergency, including but not limited to, the United States CARES Act (H.R. 748-2).

c. Current Individual Services Agreements

- i. Within the current Individual Services Agreements between the Parties, there may be services that cannot reasonably be provided under the Distance Learning Plan. These services are identified as follows:

- ☐ NOT APPLICABLE
- ☐ Intensive Individual Services
- ☐ Health and Nursing
- ☐ Behavior Intervention Services
- ☐ Interpreter Services
- ☐ Other: Please List: _____

- ii. To the greatest extent possible, the Contractor employee(s) usually responsible for providing such services shall support and assist with implementation of the Distance Learning Plan;

- iii. The Contractor shall make all reasonable efforts to mitigate its losses with respect to provision of such services, including losses related to travel and other costs, related to the suspension and/or postponement of services;

- iv. Contractor agrees to pay such Contractor employee(s) at his/her regular rate during the Closure, such that the Contractor employee(s) remain employed and has not applied for unemployment insurance benefits;

- v. Such Contractor employee(s) is not otherwise employed during the hours he/she is usually employed by Contractor.

- vi. In the event that a Contractor employee covered under this MOU ceases to be employed by the Contractor or becomes otherwise employed during the hours he/she would normally be employed by the Contractor, the LEA shall have no obligation to make payment for those services.

- vii. The LEA may, at any time, terminate or suspend the Master Contract or the Individual Services Agreement upon twenty (20) days prior written notice, as provided in Article II Administration of Contract, Paragraph 14 of the Contract. The Parties agree that the current COVID-19 pandemic and related school closures constitute cause.

- d. The above Paragraph, and subparagraphs thereof, shall remain in effect until such time as the LEA reopens and resumes regular educational activities including the cessation of distance learning, or such other date as agreed to in writing by the Parties. At such time as this occurs, the MOU shall cease to be in effect and the Contract, as originally executed and agreed to by the Parties and unless otherwise amended, shall be operative agreement between the Parties.

2. Provisions of the Contract Reaffirmed.

- a. All other provisions of the Contract, inclusive of the Master Contract and Individual Services Agreements, shall remain in full force and effect and are reaffirmed, including Section VI, Paragraph 61, entitled LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY, which shall govern payment during Closure.
- b. If there is any conflict between this MOU and any provision of the Contract, the provisions of this MOU shall control.

This MOU, together with the Contract, represents the entire Contract and understandings of the Parties hereto. No prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed and entered into this MOU as of the date set forth above.

Date

Authorized Representative Signature

Name and Title: _____

Contractor/Nonpublic School/Agency: Sierra School at Eastern Lower

Date

Authorized Representative Signature

Name and Title: Penny Lauseng, Asst. Supt, Business Services

LEA: Marysville Joint Unified School District

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location: Abe Lincoln (50)				
P20-03354	AMAZON.COM	MIS	01-4300-1100	686.93
Location: Accounting/Payroll (103)				
P20-03275	IMAGE ONE CORPORATION	LCFF RocketSCAN Education Benefit Forms	01-4300-0000	486.45
P20-03283	YUBA COUNTY OFFICE OF ED ATTN: RHONDA MARQUETTE	2019-20 SPECIAL ED. ESTIMATED EXCESS PROGRAM COSTS	01-7142-6500	3,250,000.00
			Total Location	3,250,486.45
Location: Arboga Elementary (01)				
P20-03289	AMAZON.COM	Health and Wellness Student Supplies	01-4300-1100	173.20
Location: Browns Valley Elementary (03)				
P20-03262	Mascot Junction, Inc.	PBIS posters	01-4300-1100	427.95
P20-03295	AMAZON.COM	classroom supplies	01-4300-1100	35.37
			Total Location	463.32
Location: Business Services (106)				
P20-03383	NCSIG	Claim #190159 4/09/19 Property Damage	01-5451-0000	196.53
P20-03385	NCSIG	Claim #180107 2/15/18 Property Collision	01-5451-0000	3,331.27
P20-03403	FAGEN, FRIEDMAN, FULFROST LLP	General Legal Services 2019-2020	01-5830-0000	10,000.00
P20-03407	KNN Public Finance, LLC	Financial Advisory Services 2019-2020	01-5801-0000	18,000.00
			Total Location	31,527.80
Location: Categorical (203)				
P20-03328	VERIZON WIRELESS	iPhone 11 Pro 530-218-1647 Jami Larson	01-4300-0003	10.96
			01-4300-3010	13.39
			01-4410-0003	284.63
			01-4410-3010	347.85
P20-03329	VERIZON WIRELESS	iPhone 8 530-682-9494 Amanda Book	01-4300-5630	62.46
P20-03333	CDW-G COMPUTER CENTER	Adobe Illustrator	01-5801-0003	122.86
P20-03456	VERIZON WIRELESS	iPhone XR 530-682-9494 Amanda Book	01-4300-5630	223.83
P20-03464	LIVE OAK UNIFIED SCH DIST	HOMELESS TRANSPORTATION	01-5712-5630	150.52
			Total Location	1,216.50
Location: Charter Academy For Fine Arts (42)				
P20-03270	AMAZON.COM	Supplies	09-4300-0004	570.10

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE ONLINE

Page 1 of 11

ReqPay11h

Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P20-03296	AMAZON.COM	Mathews	09-4300-1100	118.67
P20-03324	PSAT/NMSQT	Test Materials	09-4300-0000	799.00
Total Location				1,487.77
Location Child Development (51)				
P20-03288	AMAZON.COM	K woods PRE Supplies	12-4300-6105	86.48
P20-03292	AMAZON.COM	Preschool Supplies	12-4300-6105	574.49
P20-03304	CDW-G COMPUTER CENTER	11" Chromebooks	12-4300-6105	2,890.15
P20-03309	GREAT KIDS, INC.	KWoods SR GGK Spanish Supplies	01-4300-9041	1,708.48
P20-03310	FIGHTING CHANCE SOLUTIONS, LLC	CLE PRE Door Sleeve	12-4300-6105	179.70
P20-03326	AMAZON.COM	OLV PRE - Kang RM A	12-4300-6105	82.15
P20-03363	AMAZON.COM	KWoods PRE Supplies	12-4300-6105	116.03
P20-03381	VERIZON WIRELESS	iPad for Maira	12-4300-6105	461.19
P20-03409	LOVING GUIDANCE, INC	Child Dev.	12-4300-6105	1,242.36
Total Location				7,341.03
Location Community Day School (54)				
P20-03334	CDW-G COMPUTER CENTER	Desktop	01-4410-1100	1,147.45
P20-03338	AMAZON.COM	Lyons Sound Lessons	01-4300-0003	89.47
P20-03351	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	6,289.32
P20-03418	AMAZON.COM	Awards	01-4300-1100	855.20
P20-03422	AMAZON.COM	OK per Mr. Gray - Science - sounds	01-4300-0003	40.86
Total Location				8,422.30
Location Covillaud Elementary (09)				
P20-03286	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	6,021.15
P20-03287	AMAZON.COM	Classroom supplies	01-4300-0003	113.34
P20-03337	AMAZON.COM	Classroom supplies	01-4300-0003	116.72
P20-03361	AMAZON.COM	Laptop replacement screen	01-4300-3010	60.19
P20-03365	AMAZON.COM	Playground supplies	01-4300-1100	64.86
P20-03382	AMAZON.COM	Classroom supplies	01-4300-0003	90.75
P20-03388	TROXELL COMMUNICATIONS INC	Projectors	01-4410-3010	3,283.22
P20-03442	TROXELL COMMUNICATIONS INC	Projectors	01-4410-0004	4,377.63

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 2 of 11

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09) (continued)				
P20-03453	AMAZON.COM	Music supplies	01-4300-0004	293.41
P20-03454	AMAZON.COM	Music supplies	01-4300-0004	229.26
P20-03455	AMAZON.COM	Music supplies	01-4300-0004	106.57
Total Location				14,757.10
Location Custodial Supervisor (206)				
P20-03315	HILLYARD - SACRAMENTO	Sanitizing Sprayer	01-4410-7388	1,758.79
P20-03316	HILLYARD THE CLEANING RESOURCE	Hand Sanitizer System	01-4300-8150	55,997.51
P20-03446	J.C. NELSON SUPPLY COMPANY	Custodial Supplies	01-4320-0000	129.58
Total Location				57,885.88
Location Dobbins Elementary (11)				
P20-03364	AMAZON.COM	Classroom Supplies	01-4300-1100	86.58
P20-03445	NWN CORPORATION	HP M404dn Printer	01-4300-1100	208.27
Total Location				294.85
Location Edgewater Elementary (12)				
P20-03272	NWN CORPORATION	Color Printer	01-4410-1100	1,181.55
P20-03301	RAPTOR TECHNOLOGIES, LLC	Raptor Supplies	01-4300-1100	433.00
P20-03389	AMAZON.COM	Educatin Foundation Fundraiser	01-4300-9010	558.28
Total Location				2,172.83
Location Ella Elementary (13)				
P20-03308	CDW-G COMPUTER CENTER	11" Chromebooks	01-4300-3010	5,780.30
P20-03332	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	37,513.13
P20-03362	AMAZON.COM	Headphones	01-4300-3010	638.60
Total Location				43,932.03
Location Facilities (66)				
P20-03378	WESTERN ENG CONTRACTORS	8198-Olivehurst Site Improvements	01-6170-0004	378,950.00
Location Foothill Intermediate (35)				
P20-03302	WOODWIND AND BRASSWIND	Music	01-4300-0004	217.26
P20-03303	JW PEPPER & SON, INC.	Music	01-4300-0004	405.93
P20-03335	ASSETGENIE, INC., DBA AG IREPAIR	Chrombook parts	01-4300-3010	38.86
P20-03339	AMAZON.COM	12th Night Books	01-4300-3010	48.60

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 3 of 11

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Foothill Intermediate (35) (continued)				
P20-03358	AMAZON.COM	Ink for library student printers	01-4300-3010	391.59
Total Location				1,102.24
Location Grounds (65)				
P20-03438	CDW-G COMPUTER CENTER	Mini Desktop PC	01-4410-0000	1,136.63
Location Indian Education (108)				
P20-03350	Tatanka Horse	WPW Workshop	01-5801-4510	150.00
P20-03428	AMAZON.COM	For Native People's History Day	01-4300-4510	859.94
Total Location				1,009.94
Location Instruction (IMC) (110)				
P20-03342	OFFICE DEPOT B S D	office supplies	01-4300-0000	25.56
Location Johnson Park Elementary (15)				
P20-03263	AMAZON.COM	Muhammad	01-4300-0003	197.71
P20-03285	AMAZON.COM	order	01-4300-1100	42.95
P20-03331	AMAZON.COM	OFFICE	01-2901-1100	51.93
P20-03462	AMAZON.COM	office	01-4300-1100	131.37
Total Location				423.96
Location Kynoch Elementary (17)				
P20-03284	AMAZON.COM	OFFICE, SAMSUNG INK	01-4300-1100	421.83
P20-03293	AMAZON.COM	OFFICE, 365 WONDERS BOOK	01-4300-1100	53.88
P20-03294	AMAZON.COM	OFFICE	01-4300-1100	59.42
P20-03298	AMAZON.COM	ERIC P, SOUND MACHINE FOR MUSIC.	01-4300-1100	173.19
P20-03368	CDW-G COMPUTER CENTER	Acrobat Pro (latest version) for Derek Morrison	01-5801-1100	81.81
P20-03369	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	RM 37 LAKESHORE ORDER	01-4300-0003	59.52
P20-03371	School Life	SOFIA, PERFECT ATTENDANCE BRAG TAGS	01-4300-1100	278.57
P20-03374	AMAZON.COM	Rm 27, Amazon	01-4300-0003	32.42
P20-03375	AMAZON.COM	RM 35, AMAZON ORDER	01-4300-0003	66.62
P20-03423	AMAZON.COM	EL GAMES	01-4300-1100	16.23
P20-03424	AMAZON.COM	R. FISHER, CUSTODIAL	01-4300-1100	14.04
P20-03426	AMAZON.COM	Rm 1, White Board	01-4300-0003	31.38

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 4 of 11

32

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P20-03449	SCHOOL SPECIALTY	Speech Therapist Activity Table	01-4300-1100	220.68
P20-03457	Irlen Institute	RM 22, IRLIN INSTITUTE	01-4300-1100	206.27
Total Location				1,715.86
Location Linda Elementary (19)				
P20-03271	AMAZON.COM	HP OfficeJet 5255 Wireless Printer/Melnik	01-4300-0003	75.66
P20-03291	AMAZON.COM	4th Grade WIN/Sether	01-4300-3010	277.78
P20-03340	AMAZON.COM	Chromebook Replacement Screens/Cisneros	01-4300-0003	61.68
Total Location				415.12
Location Lindhurst High (43)				
P20-03312	TFD UNLIMITED, LLC	Earbuds	01-4300-0000	238.15
P20-03321	New Management, Inc.	Classrooms/Lock Blok	01-4300-0000	1,220.52
P20-03380	SAM'S CLUB DIRECT	Televisions	01-4410-3010	6,530.00
P20-03384	TROXELL COMMUNICATIONS, INC.	TV Mounts	01-4300-3010	463.31
P20-03408	PRECISION 1 APPAREL	Staff Shirts	01-4300-0000	305.27
P20-03435	JW PEPPER & SON, INC.	Classroom Supplies/Sleigh Garcia	01-4300-0004	176.69
P20-03436	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	96.23
P20-03447	CDW-G COMPUTER CENTER	Admin PC AFJROTC	01-4410-0004	1,323.12
P20-03448	SCHOOL SPECIALTY	Task Chair, AFJROTC	01-4300-0004	378.88
P20-03451	CDW-G COMPUTER CENTER	Laptops Special Build	01-4410-6387	42,999.61
P20-03452	AMAZON.COM	Classroom Supplies/Sleigh Garcia	01-4300-0004	151.44
P20-03465	TELESTREAM	CTE LHS Media SPANGLER	01-5801-6387	323.67
Total Location				54,206.89
Location Loma Rica Elementary (21)				
P20-03279	ULINE.COM	Custodial Supplies	01-4320-0000	236.60
P20-03297	AMAZON.COM	Medical Bag Supplies	01-4300-1100	182.47
P20-03352	AMAZON.COM	PBIS Attendance Awards	01-4300-0003	40.26
Total Location				459.33
Location Maintenance (63)				
P20-03264	FEATHER RIVER AIR QUALITY	Maintenance/Dobbins	01-5890-8150	695.00
P20-03267	Johnson Controls, Inc.	Maintenance/LHS	01-5801-8150	1,635.00

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 5 of 11

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P20-03268	GOLDEN BEAR ALARMS	Maintenance/Covillaud	01-4300-8150	45.00
P20-03269	American Time	Maintenance/MH Hall	01-4300-8150	659.40
P20-03311	KELLY-MOORE PAINT CO., INC.	Maintenance 2019/2020	01-4300-8150	1,000.00
P20-03314	STENCIL EASE	Maintenance/DT	01-4300-8150	225.16
P20-03318	FEATHER RIVER AIR QUALITY	Maintenance/Browns Valley Fire Pump	01-5890-8150	565.50
P20-03319	ADVANCED INTEGRATED PEST MANAGEMENT	Maintenance/Covillaud	01-5801-8150	295.00
P20-03322	VOLTAGE SPECIALISTS	Maintenance/Yuba Gardens Fire Alarm	01-5642-8150	6,380.00
P20-03323	VOLTAGE SPECIALISTS	Maintenance/Browns Valley Fire Pump	01-5801-8150	1,500.00
P20-03325	AMAZON.COM	Maintenance/DT	01-4300-8150	930.95
P20-03359	AMAZON.COM	Maintenance/SL/DH/stock	01-4300-8150	44.73
P20-03386	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Dobbins Parking lot	01-6170-8150	59,000.00
P20-03397	CAPITOL BUILDERS HARDWARE INC	Maintenance/Kynoch Doors	01-5801-8150	11,592.93
P20-03398	SERVPRO OF AUBURN/ROCKLIN	Maintenance/Olivehurst Doors	01-5801-8150	20,772.54
P20-03413	Chris Jaeger Construction and Testing	Maintenance/Backflow repair	01-5801-8150	1,500.00
P20-03414	American Eagle Enterprises	Maintenance/LHS Bleacher motorize	01-4410-8150	29,451.63
P20-03460	VERIZON WIRELESS	Jetpack Travis Barnett 530-933-8675	01-4300-8150	162.36
Total Location				136,455.20
Location Marysville High (45)				
P20-03299	J's Party Rentals & Decor	Testing Tables	01-5630-0000	1,110.00
P20-03300	OFFICE DEPOT B S D	Early Childhood	01-4300-0004	269.62
P20-03353	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	CTE ECC Midthun	01-4300-6387	370.67
P20-03355	AMAZON.COM	CTE ECC MIDTHUN	01-4300-6387	98.45
P20-03372	AMAZON.COM	Classroom Supplies	01-4300-0000	166.09
P20-03373	AMAZON.COM	Classroom Supplies	01-4300-0003	37.43
P20-03405	ELITE UNIVERSAL SECURITY	Security at Football Game 10/25	01-5801-0000	214.50
P20-03406	ELITE UNIVERSAL SECURITY	Security at Football Game 10/04-10/10	01-5801-0000	643.50
P20-03420	AMAZON.COM	CTE A,M,E /Jimenez	01-4300-6387	792.17
P20-03421	AMAZON.COM	CTE AG/Coughlin	01-4300-6387	541.25
P20-03425	AMAZON.COM	CTE Photo/Design KHAN	01-4300-6387	289.02
			01-4410-6387	2,055.66

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 6 of 11

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P20-03427	AMAZON.COM	CTE Photo/Design Khan	01-4410-6387	3,386.06
P20-03432	AMAZON.COM	CTE PHOTO KHAN	01-4300-6387	60.56
P20-03433	AMAZON.COM	CTE AG MECH VOLTZ	01-4300-6387	495.88
			01-4410-6387	1,622.67
P20-03437	VERNIER SOFTWARE & TECHNOLOGY	CTE Ag/Bisby	01-4300-6387	6,067.41
P20-03439	DENNY MFG CO.	CTE Photo/Design Khan	01-4410-6387	1,821.85
P20-03441	WARDS NATURAL SCIENCE	CTE AG SCIENCE/BISBY	01-4300-6387	280.33
			01-4410-6387	3,273.04
P20-03443	AIRGAS	CTE MHS Ag Mech/ VOLTZ	01-4410-6387	8,967.79
P20-03444	BAILEIGH INDUSTRIAL LLC	CTE Ag MECH VOLTZ	01-4300-6387	492.03
P20-03458	MARSHFARM CORP.	CTE AG/ Bisby	01-4300-6387	595.39
			01-4410-6387	2,700.82
P20-03459	LAB-AIDS, INC.	CTE AGRI SCI/BISBY	01-4300-6387	273.45
			Total Location	36,625.64
Location McKenney Intermediate (37)				
P20-03330	AMAZON.COM	HUTCHINSON	01-4300-1100	88.01
P20-03370	AMAZON.COM	OFFICE	01-4300-9010	121.65
			Total Location	209.66
Location Nutrition Services (73)				
P20-03260	Tyson Foods, Inc.	Commodity Order	13-9325-5310	11,620.14
P20-03261	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	18.54
			13-9326-5310	491.80
P20-03281	The Hillshire Brands Co.	Commodity Order	13-9325-5310	2,590.76
P20-03282	Tasty Brands	Commodity Order	13-9325-5310	20,816.73
P20-03344	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9325-5310	1,097.50
			13-9326-5310	701.44
P20-03345	EAST BAY RESTAURANT SUPPLY, INC.	Metro Warmer Cabinet for YG Kitchen	13-4410-5310	4,181.73
P20-03346	LAND O'LAKES, INC	Commodity Order for Warehouse Inventory	13-9325-5310	5,374.12
P20-03347	PILGRIM'S PRIDE CORPORATION	Commodity Order for Warehouse Inventory	13-9325-5310	9,085.44
P20-03348	FAT CAT SCONES	Direct Order for Warehouse Inventory	13-9325-5310	8,593.92

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 7 of 11

35

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P20-03349	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	710.00
P20-03356	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9326-5310	67.06
P20-03356	RICH CHICKS, LLC	Commodity Order for Warehouse Inventory	13-9325-5310	11,474.40
P20-03367	NATIONAL RESTAURANT ASSOC. THE EDUCATIONAL FOUNDATI	Supplies for Serv Safe Training	13-4300-5310	697.27
P20-03395	WAWONA FROZEN FOODS	Commodity Order for Warehouse Inventory	13-9325-5310	2,619.60
P20-03396	THE HILLSHIRE BRANDS CO.	"Back order" from N20-00217B	13-9325-5310	1,535.76
P20-03401	AMAZON.COM	Supplies for Nutrition Services	13-4300-5310	13.52
P20-03410	ES FOODS	Direct Order for Warehouse Breakfast Inventory	13-9325-5310	51,714.00
P20-03411	ES FOODS	Direct Order for Warehouse Lunch Inventory	13-9325-5310	84,574.35
P20-03412	ULINE.COM	Warehouse Supplies	13-4300-5310	479.67
P20-03461	HOBERT CORPORATION	Traulsen 2 Sec. & 1 Sec. Roll-In Refers	13-6492-5310	19,922.37
Total Location				238,380.12
Location Print Shop (67)				
P20-03343	The Tree House, Inc.	Toner	01-4300-0000	566.80
P20-03357	SPICER'S PAPER, INC.	Paper Order	01-4300-0000	2,073.30
P20-03387	Quadient	Memjet Printer Maintenance	01-5621-0000	1,970.54
Total Location				4,610.64
Location Pupil Services (202)				
P20-03265	SUTTER COUNTY SCHOOLS INTERNAL BUSINESS DEPT	Special Education Excess Cost 2019-20	01-7142-6500	274,831.00
P20-03313	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Wendy Stabnau	01-4300-6500	205.65
P20-03360	AMAZON.COM	Order for Kacy Grimes	01-4300-0000	114.05
P20-03402	Pearson Clinical Order Dept.	Q-Interactive (1) Speech License Renewal	01-5801-6500	175.00
P20-03415	PEARSON CLINICAL ORDER DEPT.	Q-Interactive Psych License	01-5801-6500	1,100.00
P20-03417	AMAZON.COM	Speech - Hilary	01-4300-6500	51.01
P20-03419	AMAZON.COM	Nurses - Faye	01-4300-0000	151.54
P20-03450	CDW-G COMPUTER CENTER	Offerboxes for iPads	01-4300-5640	104.01
Total Location				276,732.26
Location South Lindhurst (47)				
P20-03379	Arkansas Flag and Banner, Inc.	School Flag	01-4300-0004	458.30

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 8 of 11

36

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)				
P20-03336	AMAZON.COM	Certificate Paper	01-4300-0000	116.15
P20-03416	Dora Dome Law Offices	Legal Issue	01-5830-0000	338.00
P20-03434	KING CLOTHING ATTN: ZAK KING	SAFETY VESTS 2ND ORDER	01-4300-0000	891.50
			01-4300-0003	44.58
			01-4300-0004	92.18
			01-4300-1100	313.39
		Total Location		1,795.80
Location Technology (102)				
P20-03305	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0000	2,885.63
P20-03306	KS TELECOM	Kyn Cabling	01-5801-0000	263.44
P20-03307	CDW-G COMPUTER CENTER	eRate Aruba HW	01-4410-0000	166,959.59
P20-03317	CDW-G COMPUTER CENTER	CDW SERVER SUPPORT	01-5801-0000	9,086.00
P20-03320	FRONTLINE EDUCATION	Frontline	01-5801-0000	5,000.00
P20-03327	AMAZON.COM	Cisco Phone Parts	01-4300-0000	246.62
P20-03390	CDW-G COMPUTER CENTER	CDW-G Chromebook Cases	01-4300-0000	100,028.41
P20-03399	CDW-G COMPUTER CENTER	Laptops Special Order	01-4410-0000	9,405.76
P20-03400	Screencastify, LLC	License video lesson planning	01-5801-0000	14,400.00
P20-03404	TROXELL COMMUNICATIONS, INC.	Smartboard Rails	01-4300-0000	420.01
P20-03463	AMAZON.COM	Barcode Scanner	01-4300-0000	484.53
		Total Location		309,179.99
Location Transportation (69)				
P20-03273	A-Z BUS SALES INC	TRANSPORTATION / BUSES	01-6400-0240	165,999.15
P20-03274	BUSWEST	TRANSPORTATION / BUS	01-6500-0230	164,999.74
P20-03276	DOVE AUTO GLASS	TRANSPORTATION	01-5641-0230	4,000.00
P20-03277	AMAZON.COM	Car Wash	01-4300-0230	333.86
P20-03341	AMAZON.COM	Wire marker dispenser	01-4300-0230	114.55
P20-03440	247 SECURITY INC.	TRANSPORTATION/Cameras	01-4300-0230	2,649.03
		Total Location		338,096.33
Location Warehouse (71)				
P20-03280	HENRY SCHEIN COMPANY	WHS Stock 19-20 SY	01-9320-0000	1,886.80

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

ESCAPE

ONLINE

Page 9 of 11

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRI/ANH), Apr 13 2020 8:37AM

ReqPay11h

Board Report with Fund-Object-Resource by

Location

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71) (continued)				
P20-03391	WAXIE SACRAMENTO	WHS Stock 19-20 SY	01-9320-0000	592.05
P20-03392	SOUTHWEST SCHOOL & OFFICE SUPPLY	WHS Stock 19-20 SY	01-9320-0000	76.64
P20-03393	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2019-20 S.Y.	01-9320-0000	802.26
P20-03394	HILLYARD - SACRAMENTO	Warehouse Stock 2019-20 S.Y.	01-9320-0000	9,612.51
Total Location				12,970.26
Location Yuba Feather K-6 (29)				
P20-03376	Follett School Solutions, Inc.	Yuba Feather School Library	01-4300-0004	108.76
P20-03377	Mark Dyken	Yuba Feather School	01-5801-1100	500.00
Total Location				608.76
Location Yuba Gardens Intermediate (39)				
P20-03278	AMAZON.COM	HAYS/GATES	01-4300-1100	14.06
P20-03429	AMAZON.COM	TECH/HAYS	01-4300-3010	169.75
P20-03430	AMAZON.COM	MULTI-TEACHERS	01-4300-0003	406.46
P20-03431	AMAZON.COM	HAYS/GATES	01-4300-1100	239.54
Total Location				829.81
Total Number of POs			204	Total
				5,217,246.29

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	173	4,971,745.85
09	Chtr Schs	3	1,487.77
12	Child Dev	8	5,632.55
13	Cafeteria	20	238,380.12
Total			5,217,246.29

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE

ONLINE

Page 10 of 11

Includes Purchase Orders dated 03/01/2020 - 04/01/2020

Board Meeting Date April 28, 2020

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P20-00046	18,000.00	01-4300	Gen Fund/Mat&Suppli	4,000.00
P20-00049	44,000.00	01-5801	Gen Fund/Contracts	4,000.00
P20-00071	26,518.01	01-4300	Gen Fund/Mat&Suppli	1,000.00
P20-00097	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P20-00131	3,300.00	01-4300	Gen Fund/Mat&Suppli	500.00
P20-00138	4,500.00	01-4364	Gen Fund/Tools/Part	838.96
P20-00140	49,000.00	01-4363	Gen Fund/Tires&Tube	9,000.00
P20-00180	1,500.00	01-5801	Gen Fund/Contracts	500.00
P20-00189	2,500.00	01-5641	Gen Fund/Equip Repa	1,000.00
P20-00208	8,000.00	01-4300	Gen Fund/Mat&Suppli	1,800.00
P20-00247	3,600.00	01-4300	Gen Fund/Mat&Suppli	600.00
P20-00264	1,500.00	01-5641	Gen Fund/Equip Repa	500.00
P20-00284	480.00	01-5890	Gen Fund/Other Serv	80.00
P20-00302	1,050,710.00	25-6210	Cap Fac/Buildings	2,600.00-
P20-00374	400,000.00	01-5570	Gen Fund/Waste Disp	109,852.90
P20-00377	6,250.00	09-4300	Chtr Schs/Mat&Suppli	500.00
P20-00472	18,700.00	13-4717	Cafeteria/FoodPurcSch	3,700.00
P20-01033	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P20-01305	1,140.00	01-5641	Gen Fund/Equip Repa	640.00
P20-02707	1,182.25	01-5630	Gen Fund/Rents/Leas	542.31
P20-02808	1,315.00	01-5870	Gen Fund/In-Lieu Tr	915.00
P20-02822	4,189.00	13-6492	Cafeteria/N-Instr F&E>\$5K	11,352.47-
P20-02956	3,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P20-03095	8,620.10	01-4200	Gen Fund/Oth Ref Bk	261.21-
Total PO Changes				129,255.49

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

001 - Marysville Joint Unified School District

Generated for Brian Horn (BRIANH), Apr 13 2020 8:37AM

ESCAPE ONLINE

Page 11 of 11



CONTRACT SERVICES AGREEMENT
Loving Guidance, LLC- Child Development Training

THIS CONTRACT SERVICES AGREEMENT ("Agreement") April 28, 2020 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Loving Guidance, LLC (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 commencing from August 6, 2020 and August 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 \$ 8,014.30 (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 one payment of eight thousand fourteen dollars and thirty cents 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 works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt

of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates Representative, Kathy Woods, Director of Child Development (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, Becky Bailey, Loving Guidance, LLC 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 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 (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California 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:
Loving Guidance, LLC
P.O. Box 6222407
Oviedo, FL 32762-2407

DISTRICT:
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Penny Lauseng
Phone: 749-6114
Fax: 742-0573

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

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Date:

By: _____
Penny Lauseng,
Assistant Superintendent of Business Services

Contractor Loving Guidance, LLC dba Conscious Discipline
4/16/2020

Date:

By: Becky A. Bailey

Name: Becky Bailey

Title: Founder


**Conscious
Discipline®**

Consultant Agreement

Loving Guidance, LLC - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 4450

This agreement dated 3/18/2020, is made by and between Loving Guidance, LLC (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

HIRING PARTY

Marysville Joint Unified School District
Kathy Woods
1919 B Street
Marysville, CA 95901
P: (530) 749-6162
F: NA
C: (530) 301-4186
E: kwoods@mjud.com

Billing Information (if different):

Marysville Joint Unified School District
Kathy Woods
1919 B Street
Marysville, CA 95901
kwoods@mjud.com
jhunt@mjud.com
(530) 749-6162

EVENT INFORMATION

8/6/2020 - 8/7/2020 8:00am to 3:00pm Jenny Barkac, Certified Instructor 2-Day Training

SPEAKING FEE AND EXPENSES

Speaking Fee: \$8,014.30 for a 2-Day training which includes all travel and expenses and 7% CA Tax

Payment for services should be to Loving Guidance, LLC (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Loving Guidance reserves the right to substitute speaker(s) for this event.

Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the event, an additional fee of \$550 is added to cover additional car/hotel/airfare costs.

EQUIPMENT AND ROOM SET-UP SPECIFICATIONS

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
- Screen or a white wall visually accessible to the entire audience
- LCD Projector
- Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
- Small Table to hold all AV equipment
- No podium
- One (1) tables at least 4ft x 6ft on stage
- Water for the presenter

*Please email Jenny Barkac at jenny.barkac@consciousdiscipline.com if you have any questions regarding equipment needs.

TRAVEL INFORMATION

CONSULTANT will obtain all travel arrangements to include air, hotel and car rental, if necessary; however, no purchase will occur until such time as this contract is signed by both parties.

EVENT DETAILS

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Speaking site: Marysville
Site address: 1919 B Street
City, State, Zip: Marysville, CA 95901

Age group of children: Pre-K/K
Estimated number of attendees: 150
Additional comments:

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

The HIRING PARTY recognizes and acknowledges that all presentation material used by CONSULTANT, including any audio and video recordings of CONSULTANT presenting (regardless of who makes the recordings), is Intellectual Property owned by LOVING GUIDANCE, LLC. Permission to use the Intellectual Property by HIRING PARTY shall be obtained from LOVING GUIDANCE, LLC prior to any such use.

CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or its associates, another member of the CONSULTANT team will be substituted for your presentation needs.

To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.


Becky Bailey, Conscious Discipline

4/16/2020
Date


Authorized Signature, Hiring Party

Date


Penny Lauseng, Asst. Supt. of Business Services
Print Name & Title

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, LLC
ashley.ragoobl@consciousdiscipline.com



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

By: Stacey Ludwig Johnson

Title: VP, Academic Operations

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

DISTRICT

By: _____

Title: _____

Date: _____

Point of Contact:

Email:

Phone:

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

For legal notices:

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]
2019-2020

District MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☐ October 2019-1st quarter (7/1/19-9/30/19)
☐ January 2020-2nd quarter (10/1/19-12/31/19)
☒ April 2019-3rd quarter (1/1/20-3/31/20)
☐ July 2020-4th quarter (4/1/20-6/30/20)

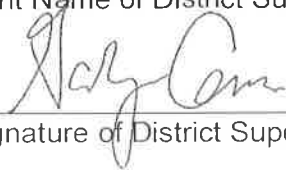
Date for information to be reported publicly at governing board meeting: April 28, 2020

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Print Name of District Superintendent Gary J. Cena



Signature of District Superintendent

April 1, 2020

Date

6th Grade Self Contained		
Course ID	Course Name	Site
ENEN06	English 6	Multi
ENLA06	Lang 6	Multi
ENLI06	Lit 6	Multi
ENSR06	Str Read 6	Multi
MAMA06	Math 6	Multi
OSSC06	Science 6	Multi
SSHS06	Social Sci 6	Multi
PEPE06	P.E. 6	Multi

6th grade Departmentalized		
ENEN6D	English 6	FHS
ENLA6D	Lang 6	FHS
ENLI6D	Lit 6	FHS

English Language Arts		
Course ID	Course Name	Site
ENEN07	English 7	Multi
ENEN08	English 8	Multi
ENLA07	Lang 7	Multi
ENLA08	Lang 8	Multi
ENLI07	Lit 7	Multi
ENLI08	Lit 8	Multi
ENSR07	Str Read 7	Multi
ENSR08	Str Read 8	Multi
ENILNA	Interv L.A.	Multi
ENIRNA	Interv Read	Multi

English Language Development		
Course ID	Course Name	Site
ENELD1	ELD 1	Multi
ENELD2	ELD 2	Multi
ENELD3	ELD 3	Multi
ENELD4	ELD 4	Multi

Mathematics		
Course ID	Course Name	Site
MAMA07	Math 7	Multi
MAMA08	Math 8	Multi
MAMS07	Math Support 07	Multi
MAMS08	Math Support 08	Multi

Science		
Course ID	Course Name	Site
OSSC07	Science 7	Multi
OSSC08	Science 8	Multi

History Social Studies		
Course ID	Course Name	Site
SSSS07	Social Sci 7	Multi
SSSS08	Social Sci 8	Multi

Physical Education		
Course ID	Course Name	Site
PEPE07	P.E. 7	Multi
PEPE08	P.E. 8	Multi
PEMA01	Martial Arts 1	MCAA
PEMA02	Martial Arts II	MCAA
PEYP07	Yoga/Pilates 7	MCAA
PEYP08	Yoga/Pilates 8	MCAA
PEDBMS	Dance Basics	MCAA
PEDA15	Dance 1.5	MCAA
PEDA2M	Dance 2	MCAA
PEDA3M	Dance 3	MCAA

Electives

Electives		
Course ID	Course Name	Site
ENBWR1	Basic Writ 1	Multi
ENCRWR	Creative Write	Multi
ENACWT	Adv Creat Wrt	MCAA
ENMILI	Multicul Lit	Multi
NATECH	Technology	Multi
WLSPA1	Spanish 1	Multi
NAFORE	Forensics	Multi
NALEAD	Leadership	Multi
NALCEN	Learning Center	Multi
NALASS	Library Assist	Multi
NAOPRA	Office Practice	Multi
NAPLEA	Peer Leaders	Multi
NASELM	SE Learn	Multi
NASASS	Stu Assistance	Multi
NASHAL	Study Hall	Multi
NASSKI	Study Skills	Multi
NATURO	Tutorial	MCK
NAMTIM	Mustang Time	MCK
NASPLE	Sports Leader	MCK

Music

Music		
Course ID	Course Name	Site
PABINS	Beg Instru	Multi
PABIBA	Beg/Interm Band	Multi
PABEWO	Beg Woodwinds	Multi
PABEBR	Beg Brass	Multi
PABEPE	Beg Percussion	Multi
PAJAZZ	Jazz Band	Multi
PAABAN	Adv Band	Multi
PACOBAB	Concert Band	Multi
PAWIEN	Wind Ensemble	Multi
PABEST	Beg Strings	Multi
PAINST	Inter Strings	Multi
PASTRI	Adv Strings	Multi
PADRU	Drumline	Multi
PABEGU	Beg Guitar	Multi
PAADGU	Adv Guitar	Multi
PABEPI	Beg Piano	Multi
PAADPI	Adv Piano	Multi
PACHOI	Choir	Multi
PASONG	Songwriting	MCAA

Wheel - MCK Only - Quarter Classes

Course ID	Course Name	Site
NAEXSD	Exp Spch/Debate	MCK
NAEXAR	Exp Art	MCK
NAEXDP	Exp Dig Photo	MCK
NAEXTC	Exp Tech	MCK
NAEXEN	Exp Engin	MCK
NAEXME	Exp Media	MCK
NAEXSP	Exp Spanish	MCK
NAEXGO	Exp Geography	MCK
NAEXRO	Exp Robotics	MCK
NAEXEC	Exp Economics	MCK
NAEXPY	Exp Psychology	MCK
NAEXPA	Exp Peform Arts	MCK

Arts

Course ID	Course Name	Site
VAART1	Art	Multi
VAGRAP	Graphic Arts	Multi
VAPHO1	Photography 1	Multi
VAVIED	Video Editing	Multi
VAYEAR	Yearbook	Multi
VAWTCH	Wood Tech	Multi

Drama

Course ID	Course Name	Site
VATCT1	Tech Theat 1	
VABDRA	Beginning Drama	Multi
VAINDM	Int Drama	Multi
VAADRA	Adv Drama	MCAA
VAMUTH	Musical Theater	MCAA

Special Education - Self Contained		
Course ID	Course Name	Site
ENLAC6	Pract Lang 6-C	Multi
ENLIC6	Pract Lit 6-C	Multi
ENPEC6	Pract ELA 6-C	Multi
MAPMC6	Pract Math 6-C	Multi
ENLAC7	Pract Lang 7-C	Multit
ENLIC7	Pract Lit 7-C	Multit
ENPEC7	Pract ELA 7-C	Multit
ENLAC8	Pract Lang 8-C	Multit
ENLIC8	Pract Lit 8-C	Multit
ENPEC8	Pract ELA 8-C	Multit
MAPMC7	Pract Math 7-C	Multit
MAMPC8	Pract Math 8-C	Multit
OSSC6S	Pract Sci 6 -C	Multi
OSSC7S	Pract Sci 7-C	Multi
OSSC8S	Pract Sci 8-C	Multi
SSHC6S	Pract HSS 6-C	Multi
SSHC7S	Pract HSS 7-C	Multi
SSHC8S	Pract HSS 8-C	Multi

Special Education - Departmentalized		
Course ID	Course Name	Site
ENLAD6	Pract Lang 6-D	Multi
ENLID6	Pract Lit 6-D	Multi
ENPED6	Pract ELA 6-D	Multi
MAPMD6	Pract Math 6-D	Multi
ENLAD7	Pract Lang 7-D	Multit
ENLID7	Pract Lit 7-D	Multit
ENPED7	Pract ELA 7-D	Multit
ENLAD8	Pract Lang 8-D	Multit
ENLID8	Pract Lit 8-D	Multit
ENPED8	Pract ELA 8-D	Multit
MAPMD7	Pract Math 7-D	Multit
MAPMD8	Pract Math 8-D	Multit
OSSD6S	Pract Sci 6 -D	Multit
OSSD7S	Pract Sci 7-D	Multit
OSSD8S	Pract Sci 8-D	Multit
SSHD6S	Pract HSS 6-D	Multit
SSHD7S	Pract HSS 7-D	Multit
SSHD8C	Pract HSS 8-D	Multit
NASHAS	Study Hall	Multi

ED Program - Self Contained		
Course ID	Course Name	Site
EDEN06	English 6	MCK
EDEN07	English 7	MCK
EDEN08	English 8	MCK
EDMA06	Math 6	MCK
EDMA07	Math 7	MCK
EDMA08	Math 8	MCK
EDSS06	Social Sci 6	MCK
EDSS07	Social Sci 7	MCK
EDSS08	Social Sci 8	MCK
EDSC06	Science 6	MCK
EDSC07	Science 7	MCK
EDSC08	Science 8	MCK
EDSELS	SE Learn	MCK

Language Arts			
Course ID	Short Title	Academic Plans	Notes
ENE09P	English 9-P	ELA - Traditional CP	Multi
ENE10P	English 10-P	ELA - Traditional CP	Multi
ENE11P	English 11-P	ELA - Traditional CP	Multi
ENE12P	English 12-P	ELA - Traditional CP	Multi
ENCILP	Crime in Lit-P	Other LA courses - MHS	MHS
ENCMLP	Cnt Multi Lit-P	Other LA courses - MHS	MHS
ENE09H	Eng Honors 9 P	English Honors/AP	Multi
ENE10H	Eng Honors 10 P	English Honors/AP	Multi
ENE11H	Eng Honors 11 P	English Honors/AP	MCAA
ENAECH	AP Engl Lang	English Honors/AP	Multi
ENAEIH	AP Engl Lit	English Honors/AP	Multi
ENCL1P	Comp Lit I-P	Comparative Lit I-P	MHS
ENCL2P	Comp Lit II-P	Comparative Lit II-P	MHS
ENE09E	English 9	ELA Non College Prep - E	ED Class at LHS
ENE10E	English 10	ELA Non College Prep - E	ED Class at LHS
ENE11E	English 11	ELA Non College Prep - E	ED Class at LHS
ENE12E	English 12	ELA Non College Prep - E	ED Class at LHS
ENE09N	English 9	ELA Non College Prep - N	SLHS and CDS
ENE10N	English 10	ELA Non College Prep - N	SLHS and CDS
ENE11N	English 11	ELA Non College Prep - N	SLHS and CDS
ENE12N	English 12	ELA Non College Prep - N	SLHS and CDS
SELI1S	Literacy I	Literacy	Multi for SPED
SELI2S	Literacy II	Literacy	Multi for SPED
SELI3S	Literacy III	Literacy	Multi for SPED
SELI4S	Literacy IV	Literacy	Multi for SPED
ENEL1N	ELD 1	ELD	Multi
ENEL2N	ELD 2	ELD	Multi
ENEL3N	ELD 3	ELD	Multi
ENEL4N	ADV ELD	ELD	Multi
ENLS1N	Language Sup 1	Interventions	Multi
ENLS2N	Language Sup 2	Interventions	Multi
ENLS3N	Language Sup 3	Interventions	Multi
ENLS4N	Adv ELD Support	Interventions	Multi
ENINTN	ELA Intervent	Interventions	Multi
ENACWP	Adv Cr Writ-P	Elective	MCAA
ENBCWN	Beg Cr Writ	Elective	MCAA

Mathematics			
Course ID	Short Title	Academic Plans	Notes
MAI1AP	Int Math 1A-P	Math - Supported	LHS
MAI1BP	Int Math 1B-P	Math - Supported	LHS
MAI2AN	Int Math 2A	Math - Supported	LHS
MAI2BN	Int Math 2B	Math - Supported	LHS
MAIN1P	Int Math 1-P	Intergrated Math	Multi
MAIN2P	Int Math 2-P	Intergrated Math	Multi
MAIN3P	Int Math 3-P	Intergrated Math	Multi
MAI3AP	Int Math 3A	Concentrated Math	MCAA
MAI3BP	Int Math 3B	Concentrated Math	MCAA
MAPRCP	Pre-Calculus-P		Multi
MAPRCH	Pre-Calculus-H	Math - Honors	Multi
MAPCAH	Pre-Cal A-H		MCAA
MAPCBH	Pre-Cal B-H		MCAA
MASTAH	AP Statistics	Math - Honors	Multi
MAAPCH	AP Calculus	Math - AP	Multi
MAC68N	CC Math 6-8	Support Math	Gen Ed
MAMAHS	Math Support HS		Multi
MAMS09	Math Support 09		MCAA
MAMS10	Math Support 10		MCAA
MAMS11	Math Support 11		MCAA
MAMS12	Math Support 12		MCAA
MACMPN	College Math Pr		Gen Ed
SEPCMS	Pract CC Math		SPED
SEPMAS	Practical Math		SPED
SEIMAS	Pr Inter Math A		SPED
SEIMBS	Pr Inter Math B		SPED
SEALGS	Alg Read Essent		SPED
MACMAN	Consumer Math		SLHS/CDS
MAI1AN	Int Math 1A	Math - Supported	SLHS/CDS
MAI1BN	Int Math 1B	Math - Supported	SLHS/CDS
MAIN1N	Int Math 1	Intergrated Math	SLHS/CDS
MAIN2N	Int Math 2	Intergrated Math	SLHS/CDS
MAIN3N	Int Math 3	Intergrated Math	SLHS/CDS

Social Science			
Course ID	Short Title	Academic Plans	Notes
SSWHIP	World History-P	History Social Science	Multi
SSUSHP	U.S. History-P	History Social Science	Multi
SSCIVP	Civics-P	History Social Science	Multi
SSECOP	Economics-P	History Social Science	Multi
SSAPGH	AP US Gov & Pol	AP History Social Science	Multi
SSAPUH	AP U.S. History	AP History Social Science	Multi
SSECHH	Econ Honors-H		Multi
SSAPMH	AP Macro Econ		Multi
SSPSYH	AP Psychology		Multi
SSWHIN	World History	HSS Non College Prep	SLHS and CDS
SSUDHN	U.S. History	HSS Non College Prep	SLHS and CDS
SSCIVN	Civics	HSS Non College Prep	SLHS and CDS
SSECON	Economics	HSS Non College Prep	SLHS and CDS
SEPWHS	Pr World Hist	HSS Non College Prep - S	SPED
SEPUHS	Pr U.S. History	HSS Non College Prep - S	SPED
SEPCIS	Pr Civics	HSS Non College Prep - S	SPED
SEPECS	Pr Economics	HSS Non College Prep - S	SPED
SSWHIE	World History	HSS Non College Prep - E	ED at LHS
SSUDHE	U.S. History	HSS Non College Prep - E	ED at LHS
SSCIVE	Civics	HSS Non College Prep - E	ED at LHS
SSECOE	Economics	HSS Non College Prep - E	ED at LHS

World Language			
Course ID	Short Title	Academic Plans	Notes
WLSP1P	Spanish 1-P	World Language	Multi
WLSP2P	Spanish 2-P	World Language	Multi
WLSP3P	Spanish 3-P	World Language	Multi
WLSP4P	Spanish 4-P	World Language	Multi
WLSS1P	Spanish Spkrs-P	WL Native Speakers	Multi
WLSS2P	Spanish Spkrs2P	WL Native Speakers	Multi
WLSPLH	AP Spanish Lang	AP World Language	Multi
WLSLCH	AP Spanish Lit	AP World Language	Multi

Science			
Course ID	Short Title	Academic Plans	Notes
LSLIVP	Living Earth - P	Traditional Science	Multi
PSCHMP	ChemEarSpace-P	Traditional Science	Multi
PSPESP	PhyEarSpace-P	Traditional Science	Multi
LSAPBP	AP Biology	AP Science	Multi
PSAPCH	AP Chemistry	AP Science	MHS
OSAPEH	AP EnvirScience	AP Science	MCAA
SELIVS	Pr Living Earth	Science - S	SPED
SECHMS	Pr ChemEarSpace	Science - S	SPED
SEPESS	Pr PhyEarSpace	Science - S	SPED
LSLIVN	Living Earth - N	Science - E	ED at LHS
PSCHMN	ChemEarSpace-N	Science - E	ED at LHS
PSPEN	PhyEarSpace-N	Science - E	ED at LHS
LSANPP	Anat/Phys-P	Other Science	NOT CTE Course - Multi
OSASCP	Applied Science-P	Other Science	LHS
LSLIVN	Living Earth	Traditional Science	SLHS/CDS
PSCHMN	ChemEarSpace	Traditional Science	SLHS/CDS
PSPEN	PhyEarSpace	Traditional Science	SLHS/CDS

Art			
Course ID	Short Title	Academic Plans	Notes
VAYBKP	Yearbook-P		Multi
VAAT1P	Art 1-P		Multi
VAAT2P	Art 2-P		Multi
VAAT3P	Art 3-P		Multi
VAAT4P	Art 4-P		Multi
VACERP	Ceramics-P		Multi
VAADCP	Adv Ceramics-P		Multi
PACRCN	Creative Arts		Multi
VAS2H	AP ArtStudio2D		MCAA
VAS3H	AP ArtStudio3D		MCAA
VASADH	AP StuArt Draw		MCAA
NAGCON	Gph Com		Multi
VAPH1P	Photography 1-P		Multi
VAPHIP	Adv Photo-P		Multi
VAAHIN	Art History		Multi
VAVEDN	Video Editing		MCAA

Music			
Course ID	Short Title	Academic Plans	Notes
PABBAN	Beg Band		Multi
PABPIP	Beg Piano-P		Multi
PACBAP	Concert Band - P		Multi
PAJBAP	Jazz Band - P		Multi
PABCHN	Beg Choir		Multi
PACCHP	Concert Choir-P		Multi
PABGUP	Beg Guitar-P		MCAA
PAAGUN	Adv Guitar		MCAA
PAPERN	DrumLine		Multi
PABSTN	Strings 1		MCAA
PAISTN	Strings 2		MCAA
PAASOP	Adv Strings-P		MCAA
PASONN	Songwriting		MCAA

Drama and Dance			
Course ID	Short Title	Academic Plans	Notes
VAID1P	Intro Drama 1-P		MCAA
VAMTHN	Musical Theater		MCAA
PAIDAP	Int A Dance - P		MCAA

Physical Education			
Course ID	Short Title	Academic Plans	Notes
PECR1N	PE Course 1		Multi
PECR2N	PE Course II		MHS
PEDANN	PEII Dance		LHS
PETSPN	PEII Team Sport		LHS
PE2WTN	PEII Weights		LHS
PEFIRN	PE II Toning		LHS
PEWTRN	Weight Training		Multi
PEBABN	Basketball		MHS
PEATCN	Althetic Cndt		MHS
PEAFON	Adv Cond - FB		MHS
PEFATN	Firm and Toning		MHS
PELM1N	Ldrshp/Milt 1	Military Science	Multi
PELM2N	Ldrshp/Milt 2	Military Science	Multi
PEAS1N	Aerospace	Military Science	Multi
PEAAEN	Adv Aerospace	Military Science	Multi

Physical Education			
Course ID	Short Title	Academic Plans	Notes
PEB10N	Dance Basics		MCAA
PEB09N	Dance Basics		MCAA
PEB11N	Dance Basics		MCAA
PEDB09	Dance 1.5		MCAA
PEDB10	Dance 1.5		MCAA
PEDB11	Dance 1.5		MCAA
PEDA29	Dance II		MCAA
PED210	Dance II		MCAA
PED2EL	Dance II		MCAA
PEDA39	Dance III		MCAA
PED310	Dance III		MCAA
PED3EL	Dance III		MCAA
PEYP09	Yoga/Pilates		MCAA
PEYP10	Yoga/Pilates		MCAA
PEYPEL	Yoga/Pilates		MCAA
PEM109	Martial Arts I		MCAA
PEM110	Martial Arts I		MCAA
PEMEEL	Martial Arts I		MCAA
PEM209	Martial Arts II		MCAA
PEM210	Martial Arts II		MCAA
PEM2EL	Martial Arts II		MCAA
PEM309	Martial Art III		MCAA
PEM310	Martial Art III		MCAA
PEM3EL	Martial Art III		MCAA

CTE			
Course ID	Short Title	Academic Plans	Notes
CTSA1P	Sust. Ag Bio-P	CTE Agiscience	Multi
CTCH2P	Chem Agrisci-P	CTE Agiscience	Multi
CTAI3H	Adv Sust Ag - H	CTE Agiscience	MHS
CTAS1P	Animal Sci - P	Animal Science	Multi
CTAS2P	Animal Sci 2-P	Animal Science	Multi
CTAF1P	Art Flor Design - P	Floral Design	MHS
CTFD2P	Adv Flor Des- P	Floral Design	MHS
CTMU1P	Multimedia-P	Multimedia	Multi
CTMU2P	AdvMultimedia-P	Multimedia	Multi
CTMEON	Med Occup (B)	Health Care	MHS 2 per block
CTSPMP	Sports Med (B)P	Patient Care	MHS 2 per block
CTMT2P	Med Term A&P-P	Patient Care	LHS - 1 year
CTSL3P	Sports Med - P	Patient Care	LHS - 1 year
CTCU1N	Culinary Art 1	Culinary Arts	Multi
YCBAP	YC Beg Bake	Culinary Arts	Multi
YCBFPP	YC Food Prep	Culinary Arts	Multi
YCBABP	YC Adv Bake	Culinary Arts	Multi
YCAFPP	YC Adv Food	Culinary Arts	Multi
CTECCN	Early Child (B)	Early Childhood	2 period block
CTWT1N	Welding Tech 1	Ag Mechanics	LHS
CTAW2P	Adv Weld	Ag Mechanics	LHS
CTAM1P	Ag Mech 1 Wel-P	Ag Mechanics	MHS
CTAM2P	Ag Mech 2 Wel-P	Ag Mechanics	MHS
CTAM3P	Ag Mech 3 Wel -P	Ag Mechanics	MHS
CTAL1P	AG Lead 1-P	Ag Business	Multi
CTAL2P	AG Lead 2-P	Ag Business	Multi
CTPS1P	Plant Sci 1-P	Plant and Soil Science	MHS
CTPS2P	Plant Sci 2-P	Plant and Soil Science	MHS
CTCO2P	Construction	Building and Construction	LHS
CTCO3P	AdvConstruction	Building and Construction	LHS

CTE			
Course ID	Short Title	Academic Plans	Notes
CT3D1P	3D Animation-P	3-D Animation	Multi
CTA32P	Adv 3D Animat-P	3-D Animation	Multi
CTPG1P	Phot/Grap Des -P	Graphic Arts	MHS
CTGD2P	Adv Graph Des-P	Graphic Arts	MHS
CTGA1N	Graphic Arts 1	Graphic Arts	MCAA
CTAG2P	GraphicDesign-P	Graphic Arts	MCAA
CTBU1P	Business Mgmt-P	Business Management	MHS
CTAB2P	Adv Bus Mgmt-P	Business Management	MHS
CTID1P	Int B Dance - P	Choreography	MCAA
CTAD2P	Adv Dance-P	Choreography	MCAA
CTDR2P	Int Drama - P	Drama	MCAA
CTAD3N	Adv Drama - P	Drama	MCAA
CTAP1P	Adv Piano - P	Music	MCAA
CTAP2H	AP Music Theory	Music	MCAA
CTTT2P	Tech Theatre 1P	Technical Theatre	MCAA
CTTT3P	Tech Theatre 2P	Technical Theatre	MCAA

Stand alone - not full CTE pathways			
Course ID	Short Title	Academic Plans	Notes
CTFL1P	Floral Design		
YCITEP	YC Int to Engin		
CTAU1N	Auto Tech		
CTLA1N	Lands/Orn Hort		
CTLFYC	LawEnforce (YC)		SLHS
YCLEFN	Law Enforce		
AGAGRN	Agriscience		
CTAM0N	Ag Mech Con		
NAGDEN	Game Design		LHS
BUBMEP	Bus Comp Ed		LHS

Stand Alone PLATO CTE - Concentrator Courses only			
Course ID	Short Title	Academic Plans	Notes
CTAMAN	App Med Term 1A		SLHS only
CTAMBN	App Med Term 1B		SLHS only
CTCDAN	ChildDev/Par 1A		SLHS only
CTCDBN	ChildDev/Par 1B		SLHS only
CTCPAN	Comp Program 1A		SLHS only
CTCAAN	Culinary Art 1A		SLHS only
CTCABN	Culinary Art 1B		SLHS only
CTETAN	Engin/Tech 1A		SLHS only
CTETBN	Engin/Tech 1B		SLHS only
CTECAN	Envir Sci 1A		SLHS only
CTESBN	Envir Sci 1B		SLHS only
CTGDEN	Game Develop		SLHS only

Stand Alone PLATO Courses			
Course ID	Short Title	Academic Plans	Notes
VAAHAN	Art Hist/Apprec		SLHS Only - PLATO
VAATAN	Art/Tech Com 1A		SLHS Only - PLATO
VAATBN	Art/Tech Com 1B		SLHS Only - PLATO
OSIFSN	Intro Foren Sci		SLHS Only - PLATO
NAIMCN	Int MilitaryCar		SLHS Only - PLATO
VAIVAN	Intro Vis Arts		SLHS Only - PLATO
VAMAPN	Music Appr		SLHS Only - PLATO
VATHFN	Theatre/Film		SLHS Only - PLATO

Other			
Course ID	Short Title	Academic Plans	Notes
NAMARN	Mariposa		LHS
NAFSAP	Fresh Sem A-P		MHS - Gen Ed
NAFSBP	Fresh Sem B-P		MHS - Gen Ed
SEFSAP	Pr Fresh Sem A		MHS - SPED Ed
SEFSBP	Pr Fresh Sem B		MHS - SPED Ed
NAASEN	Academic Sem		MHS - Gen Ed
NASEP	Senior Sem-P		MHS - Gen Ed
NACARN	Careers		Gen Ed
NAHEAN	Health		Gen Ed
NASSKN	Study Skills		Gen Ed
SESSKS	Pr Study Skills		SPED
NASHAN	Study Hall		Gen Ed
NALCEH	Learning Center		SPED
NALGON	Ldrshp/Stu Gov		Multi
NAISLN	Ind St Ldrship		MHS
AGSPAI	Ag Sp Projects		MHS
NACAIN	Counseling Aide		Multi
NATAAN	Tch Aide Atten		Multi
NALASN	Library asst		Multi
NATAIN	Tech Aide		Multi
NATASN	Teacher Asst		Multi
NAPSTN	Peer Stud Tutor		Multi
NAGAIN	Grounds Aide		Multi
NACTIN	Cafeteria Aide		Multi
NAOAIN	Office Aide		Multi
NAAAIN	Athletic Aide		Multi
NAATAN	Attendance Aide		Multi
NAADEN	Acad Decathlon		Multi
NAADV	Advisory		Multi
NAMINN	Minimum Day		Multi

College Courses			
Course ID	Short Title	Academic Plans	Notes
CCENGW	ELA Col - W	College Courses - ELA	Weighted
CCENGU	ELA Col - N	College Courses - ELA	Non Weighted
CCWHIW	Wld Hist Col-W	College Courses - HSS	Weighted
CCUHIW	US Hist Col-W	College Courses - HSS	Weighted
CCCIWW	Civics Col - W	College Courses - HSS	Weighted
CCGOVW	Govt Col - W	College Courses - HSS	Weighted
CCELEW	Elec Col - W	College Courses - Elec	Weighted
CCELEN	Elec Col - N	College Courses - Elec	Non Weighted
CCWLAW	WL College - W	College Courses - WL	Weighted
CCPSIW	Phy Sci Col - W	College Courses- Sci	Weighted
CCLSIW	Life Sci Col - W	College Courses- Sci	Weighted
CCPSYN	Phy Sci Col - N	College Courses- Sci	Non Weighted
CCLSIN	Life Sci Col - N	College Courses- Sci	Non Weighted
CCMATW	Math Col - W	College Courses- Math	Weighted
CCMATN	Math Col -N	College Courses- Math	Non Weighted

English Language Arts

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Middle School Only						
ENE7AI	English 7A	English			7	7
ENE7BI	English 7B	English			7	7
ENE8AI	English 8A	English			8	8
ENE8BI	English 8B	English			8	8
Middle School - SPED Only						
ENPE7A	Pract Eng 7A	English			7	7
ENPE7B	Pract Eng 7B	English			7	7
ENPE8A	Pract Eng 8A	English			8	8
ENPE8B	Pract Eng 8B	English			8	8
High School Only						
ENE9AI	English 9A	English	Elective		9	12
ENE9BI	English 9B	English	Elective		9	12
EN10AI	English 10A	English	Elective		9	12
EN10BI	English 10B	English	Elective		9	12
EN11AI	English 11A	English	Elective		9	12
EN11BI	English 11B	English	Elective		9	12
EN12AI	English 12A	English	Elective		9	12
EN12BI	English 12B	English	Elective		9	12
High School SPED Only						
ENPE9A	Pract Eng 9A	English	Elective		9	12
ENPE9B	Pract Eng 9B	English	Elective		9	12
ENP10A	Pract Eng 10A	English	Elective		9	12
ENP10B	Pract Eng 10B	English	Elective		9	12
ENP11A	Pract Eng 11A	English	Elective		9	12
ENP11B	Pract Eng 11B	English	Elective		9	12
ENP12A	Pract Eng 12A	English	Elective		9	12
ENP12B	Pract Eng 12B	English	Elective		9	12

Mathematics

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Middle School Only						
MAM7AI	Math 7A	Math			7	7
MAM7BI	Math 7B	Math			7	7
MAM8AI	Math 8A	Math			8	8
MAM8BI	Math 8B	Math			8	8
High School Only						
MAM681	CC Math 6-8	Math	Math	Elective	9	12
1 year Integrated Math pathway						
MAM9AI	Int Math 1A	Math	Math	Elective	9	12
MAM9BI	Int Math 1B	Math *	Math	Elective	9	12
MA10AI	Int Math 2A	Math	Elective		9	12
MA10BI	Int Math 2B	Math	Elective		9	12
MA11AI	Int Math 3A	Math *	Math	Elective	9	12
MA11BI	Int Math 3B	Math *	Math	Elective	9	12
2 Year Integrated Math 1 Pathway						
MAIN1A	Int Math 1 2Y A	Math	Math	Elective	9	12
MAIN1B	Int Math 1 2Y B	Math	Math	Elective	9	12
MAIN1C	Int Math 1 2Y C	Math *	Math	Elective	9	12
MAINMD	Int Math 1 2Y D	Math *	Math	Elective	9	12
Sepecial Ed Only						
MAP681	Pr CC Math 6-8	Math	Math	Elective	9	12
MAPMTI	Practical Math	Math	Math	Elective	9	12
MAPMAI	Pr Int 1 Math A	Math	Math	Elective	9	12
MAPMBI	Pr Int 1 Math B	Math *	Math	Elective	9	12
Elective Courses with Math Focus						
MAMSAI	Math Support A	Elective			7	12
MAMBSI	Math Support B	Elective			7	12

* Satisfies the Alg/Integrated I requirement

Science

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Middle School Only						
LSS7AI	Science 7 A	Life Sci			7	7
LSS7BI	Science 7 B	Life Sci			7	7
PSS8AI	Science 8 A	Phy Sci			8	8
PSS8BI	Science 8 B	Phy Sci			8	8
High School Only						
LSLEAI	Living Earth A	Life Sci	Elective		9	12
LSLEBI	Living Earth B	Life Sci	Elective		9	12
PSCEAI	ChemEarSpace A	Phy Sci	Elective		10	12
PSCEBI	ChemEarSpace B	Phy Sci	Elective		10	12
PSPEAI	PhysicsEarSpace A	Phy Sci	Elective		11	12
PSPEBI	PhysicsEarSpace B	Phy Sci	Elective		11	12

PE

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Middle School Only						
PE07AI	PE 7 A	PE			7	7
PE07BI	PE 7 B	PE			7	7
PE08AI	PE 8 A	PE			8	8
PE08BI	PE 8 B	PE			8	8
High School Only						
PECIAI	PE I - A	PE	Elective		9	12
PEC1BI	PE I - B	PE	Elective		9	12
PEC2AI	PE II - A	PE	Elective		10	12
PEC2BI	PE II - B	PE	Elective		9	12

Social Studies

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Middle School Only						
SSH7AI	History SS 7A	World Hist			7	7
SSH7BI	History SS 7B	World Hist			7	7
SSH8AI	History SS 8A	US Hist			8	8
SSH8BI	History SS 8B	US Hist			8	8
High School Only						
SSWHAI	World History A	World Hist	Elective		9	12
SSWHBI	World History B	World Hist	Elective		9	12
SSUHA1	US History A	US Hist	Elective		11	12
SSUHBI	US History B	US Hist	Elective		11	12
SSECAI	Economics A	Econ	Elective		12	12
SSCIAI	Civics A	Civics	Elective		12	12

Other

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
High School Only						
NAADVI	Advisory	Elective			9	12
VAARAI	Art A	Fine Arts	Elective		9	12
VAARB	Art B	Fine Arts	Elective		9	12
VAAHAI	Art History A	Fine Arts	Elective		9	12
VAAHBI	Art History B	Fine Arts	Elective		9	12
NACARI	Careers	Careers	Elective		9	12
NACLA	Computer Lit A	Voc Ed	Elective		9	12
NACLB	Computer Lit B	Voc Ed	Elective		9	12
MACMAI	Cons Math A	Math	Elective		9	12
MACMB	Cons Math B	Math	Elective		9	12
VACCAI	Creative Crafts A	Fine Arts	Elective		9	12
VACCB	Creative Crafts B	Fine Arts	Elective		9	12
NADEI	Drivers Ed	Elective			9	12
SSGEAI	Geography A	Elective			9	12
SSGEB	Geography B	Elective			9	12
NAHLI	HealthLiving	Health	Elective		9	12
NALSAI	Life Skills A	Elective			9	12
NALSBI	Life Skills B	Elective			9	12
VAMAPI	Music App	Fine Arts	Elective		9	12
NASTAN	Street Law	Vocational	Elective		9	12

Course ID	Course title	Subject area 1	Subject area 2	Subject area 3	Low grade	High grade
Elective Courses with an ELA Focus						
ENESAI	ELA Support A	Elective			7	12
ENESBI	ELA Support B	Elective			7	12
ENERAI	Elec Read Skills A	Elective			7	12
ENERBI	Elec Read Skills B	Elective			9	12
NALITA	Literature A	Elective			9	12
NALITB	Literature B	Elective			9	12

Marysville Joint USD

Board Policy

Dress And Grooming

OLD
(Currently Board Approved)

BP 5132

Students

The Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22 - Dress and Grooming)

(cf. 5145.2 - Freedom of Speech/Expression)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

Legal Reference:

EDUCATION CODE

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

COURT DECISIONS

Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)
827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Hartzell v. Connell, (1984) 35 Cal. 3d 899

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California

Marysville Joint USD

NEW

Board Policy

Dress And Grooming

BP 5132

Students

The Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or cause a substantial disruption to the educational program.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code may be included as part of the school's comprehensive safety plan. (Education Code 35183)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Legal Reference:

EDUCATION CODE

212.1 Nondiscrimination based on race or ethnicity

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

COURT DECISIONS

Jacobs v. Clark County School District (2008) 26 F. 3d 419

Harper v. Poway Unified School District (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)

827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Hartzell v. Connell (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California
revised: (*agendized for Board approval 4/28/20*)

OLD

(Currently Board Approved)

Marysville Joint USD

Administrative Regulation

Dress And Grooming

AR 5132

Students

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board policy, and administrative regulations. These school dress codes shall be regularly reviewed and revised when appropriate. Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. Students and parents/guardians will be notified of any changes through written means such as school bulletins and/or newsletters.

The district prohibits any manner of apparel, shoes, accessories, or appearance likely to cause a substantial disruption of, or a material interference with, the educational process, student health regulations, and site-specific dress and grooming standards enacted by each individual school site. Students cannot opt out of these mandatory dress standards. A student who violates these standards shall be subject to appropriate disciplinary actions.

Students and parents/guardians

In addition, the following guidelines shall apply to all regular school activities:

1. Student clothing, accessories, shoes, and personal items (jackets, headgear, backpacks, handbags, fanny packs, gym bags, notebooks, water bottles, etc.) shall be free of writing, pictures, or any other insignia which display crude, vulgar, obscene and/or sexual content, profanity, or drug-related, alcohol-related, or tobacco-related content, advertising or symbols, or which advocate racial or ethnic prejudice, death or violence, or which contain gang-related symbols or insignia.
2. Gang-related attire is strictly prohibited as defined below and by the specific dress code established at each individual school site.
3. Shoes must be worn at all times.
4. Each school shall allow students to wear sun-protective clothing, including but not limited to hats and caps, for outdoor use during the school day, but must be removed when entering buildings. (Education Code 35183.5) Bandanas, triangle scarves, beanies, and hair nets are prohibited and shall not constitute "sun-protective" clothing.
5. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter

than mid-thigh are prohibited.

6. If the width size of pants, shorts, or skirts is too large so as to result in the exposure of undergarments, the student shall be required to wear a belt.

7. Belts must be threaded through all belt loops. No belt ends hanging down from the buckle. No chains belts or wallet chains.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

(cf. 3260 - Fees and Charges)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

The principal, staff, students, and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Gang-related apparel or insignia can include, but is not limited to the following:

1. Some professional team logos as determined by the individual school site.
2. Specific gang-related colors as determined by individual school sites.
3. Clothing with lettering styles attributed to local gangs or gang activity as determined by Yuba County Gang Task Force.
4. Prison insignia.
5. Belt buckles with gang-affiliated numbers, symbols, or insignia.
6. Fingerless gloves.

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

Enforcement of Dress Code Policy

Students are expected to comply with the district and local school dress codes on a daily basis. A student who violates the dress code may not remain at school or at a school function unless the violation is corrected. School administration shall have discretion to determine how a violation can be corrected, which can include, but is not limited to, requiring students to: (a) turn the clothing inside out, or (b) removing the accessory. Parents/Guardians may also be called to bring a change of clothing. Repeated violations will constitute defiance and will be subject to progressive discipline, including, but not limited to, detention and suspension.

Student free speech rights shall not include the wearing of clothing, buttons, armbands, or other accouterment that signify or are related to gangs, gang membership or gang activity as provided by Education Code 35183, or are obscene, libelous or slanderous, or so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, or which result in the substantial disruption of the orderly operation of the school.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: January 13, 2014 Marysville, California

Marysville Joint USD

NEW

Administrative Regulation

Dress And Grooming

AR 5132

Students

In cooperation with teachers, students and parents/guardians, the principal or designee may establish school rules governing student dress and grooming which are consistent with law, Board policy, and administrative regulations. These school dress codes shall be regularly reviewed and revised when appropriate.

(cf. 0420 - School Plans/Site Councils)

The district prohibits any manner of apparel, shoes, accessories, or appearance likely to cause a substantial disruption of, or a material interference with, the educational process, student health regulations, and site-specific dress and grooming standards enacted by each individual school site. Students cannot opt out of these mandatory dress standards. A student who violates these standards shall be subject to appropriate disciplinary actions.

In addition, the following guidelines shall apply to all regular school activities:

1. Student clothing, accessories, shoes, and personal items (jewelry, jackets, headgear, backpacks, handbags, fanny packs, gym bags, notebooks, water bottles, etc.) shall be free of writing, pictures, or any other insignia which display crude, vulgar, lewd, obscene, or sexually suggestive content, profanity, or drug-related, alcohol-related, or tobacco-related content, advertising or symbols, or which advocate racial or ethnic prejudice, death or violence, which contain gang-related symbols or insignia, or other illegal activity.
2. Gang-related attire is strictly prohibited as defined below and by the specific dress code established at each individual school site.
3. Appropriate shoes must be worn at all times.
4. Each school shall allow students to wear sun-protective clothing, including but not limited to hats and caps, for outdoor use during the school day, but must be removed when entering buildings. (Education Code 35183.5) Bandanas, triangle scarves, beanies, and hair nets are prohibited and shall not constitute "sun-protective" clothing.

(cf. 5141.7 - Sun Safety)

5. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.

78

6. If the width size of pants, shorts, or skirts is too large so as to result in the exposure of undergarments, the student shall be required to wear a belt.

7. Belts must be threaded through all belt loops. No belt ends hanging down from the buckle. No chains belts or wallet chains.

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. In addition, the principal or designee may impose dress requirements to accommodate the needs of special school activities, physical education classes, athletic activities, and other extracurricular and cocurricular activities

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Gang-related apparel or insignia can include, but is not limited to the following:

1. Some professional team logos as determined by the individual school site.
2. Specific gang-related colors as determined by individual school sites.
3. Clothing with lettering styles attributed to local gangs or gang activity as determined by Yuba County Gang Task Force.
4. Prison insignia.
5. Belt buckles with gang-affiliated numbers, symbols, or insignia.
6. Fingerless gloves.

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

Enforcement of Dress Code Policy

Students are expected to comply with the district and local school dress codes on a daily basis. A student who violates the dress code may not remain at school or at a school function unless the violation is corrected. School administration shall have discretion to determine how a violation can be corrected, which can include, but is not limited to, requiring students to: (a) turn the clothing inside out, or (b) removing the accessory. Parents/Guardians may also be called to bring a change of clothing. Repeated violations will constitute defiance and will be subject to progressive discipline, including, but not limited to, detention and suspension.

Student free speech rights shall not include the wearing of clothing, buttons, armbands, or other accouterment that signify or are related to gangs, gang membership or gang activity as provided by Education Code 35183, or are obscene, libelous or slanderous, or so incite students as to create a clear and present danger of the commission of unlawful acts on school premises, or which result in the substantial disruption of the orderly operation of the school.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: January 13, 2014 Marysville, California
revised:

80

Marysville Joint Unified School District

Resolution 2019-20/29

CAMSA Microsoft Licensing

WHEREAS, the governing Board has the authority to purchase through another public agency, if it is in the best interest of the district.

BE IT RESOLVED that the Governing Board of Marysville Joint Unified School District does declare it to be in the best interest of the district to participate in the CITE (California IT in Education) and Microsoft Strategic Alliance (CAMSA) agreement, NO. 061119 which was award by the King's County Office of Education.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Governing Board authorizes the district to accept and award purchase orders as needed for the procurement of Microsoft Licensing in accordance to the CITE and Microsoft Strategic Alliance agreement, through the term of the contract including any extensions if the district so chooses.

PASSED AND ADOPTED THIS 28th DAY OF April 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena
Superintendent of Schools

Randy L. Rasmussen
President to Board of Trustees

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Trustees OF THE Marysville Joint Unified School District
(Governing Body) (Name of Applicant)

THAT Assistant Superintendent, Business Services, OR
(Title of Authorized Agent)
Assistant Superintendent, Personnel Services, OR
(Title of Authorized Agent)
Director of Fiscal Services
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Marysville Joint Unified School District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Marysville Joint Unified School District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 28 day of April, 2020

Randy L. Rasmussen, President
(Name and Title of Governing Body Representative)

Frank J. Crawford, Vice President
(Name and Title of Governing Body Representative)

Susan E. Scott, Clerk
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Gary Cena, duly appointed and Secretary - Board of Trustees of
(Name) (Title)

Marysville Joint Unified School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Trustees of the Marysville Joint Unified School District
(Governing Body) (Name of Applicant)

on the 28 day of April, 2020.

(Signature)

Secretary - Board of Trustees
(Title)

CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **Hometown Construction, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **HVAC Improvements.**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, the Specifications, and Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **One hundred one thousand twenty-six Dollars (\$101,026.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **June 30, 2020 (25)** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Penny Lauseng

Name

Penny Lauseng
Signature

Assistant Superintendent of Business Services

Title

4-13-20

Date

Hometown Construction INC

Contractor Name

License Number: 704382 Expired: 3/31/2021

Contractor License No.

and Expiration Date

[Signature]
Individual Signature

Jack Johnstone V.P.
Title

3/27/2020

Date

REVIEWED BY:

[Signature]

Travis Barnett

5-20-20

DATE

For:

Corporation or Partnership

If Corporation, Seal Below.

9. PROJECT FORMS

WA # 20-8647

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **Waterproofing Associates, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **Roofing Projects at Various School Sites.**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, and the Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Forty Five Thousand Eight Hundred Dollars (\$ 45,800.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **25** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Penny Lauseng

Name

Penny Lauseng
Signature

Assistant Superintendent of Business Services
Title

4-13-20
Date

Waterproofing Associates, Inc.

Contractor Name

649862 / 7/31/2020

Contractor License No.
and Expiration Date

[Signature]
Individual Signature

Steve Nash, President

Title

4/2/2020
Date

REVIEWED BY:

[Signature]
Travis Barnett

4-9-20
DATE

For: Corporation
Corporation or Partnership

If Corporation, Seal Below.

9. PROJECT FORMS

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **JBP Designs, Inc.** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **District Wide Painting Project, Ella and Kynoch.**

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, and the Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **One Hundred Forty-Six Thousand Four Hundred Dollars (\$146,400.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **61** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Penny Lauseng

Name

Penny Lauseng
Signature

Assistant Superintendent of Business Services

Title

4-13-20
Date

JPB Designs Inc
Contractor Name

997483 10/31/2020
Contractor License No.
and Expiration Date

Almy
Individual Signature

President
Title

3/13/2020
Date

REVIEWED BY:

Travis Barnett
TRAVIS BARNETT

4-9-20
DATE

For:

Corporation or Partnership

If Corporation, Seal Below.

9. PROJECT FORMS

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **George Roofing** ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: Roofing Projects at Various School Sites.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, and the Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **One Hundred Ninety Thousand Five Hundred Forty-One Dollars (\$ 190,541.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **25** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$500.00 per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Penny Lauseng

Name

Penny Lauseng
Signature

Assistant Superintendent of Business Services

Title

4-13-20
Date

George Roofing

Contractor Name

SCL# 452266 exp. 02/28/2022

Contractor License No.
and Expiration Date

Don C George
Individual Signature

Corporate Secretary

Title

26 March, 2020

Date

REVIEWED BY:

Travis Barnett

3.30.20
DATE

For: Don C George Inc.
Corporation or Partnership

If Corporation, Seal Below.



90



PHASE 1 CAMPUS DEVELOPMENT

ENLARGED SITE PLAN

89 PARKING SPACES

3 BUSES

18 AUTOS

ARBOGA ROAD

BROADWAY STREET

SITE LEGEND

- 1 BUS DROP OFF
- 2 AUTO DROP OFF
- 3 OUTDOOR LEARNING
- 4 PLAY FIELDS
- 5 PRESCHOOL PLAY
- 6 KINDERGARTEN PLAY
- 7 1ST-5TH GRADE PLAY
- 8 HARD COURTS 1ST-5TH GRADE
- 9 HARD COURTS 6TH-8TH GRADE
- 10 SHADE STRUCTURE
- 11 AMPHITHEATER
- 12 QUAD
- 13 KITCHEN SERVICE YARD
- 14 PARKING (67 ADDITIONAL SPACES)
- 15 TRASH YARD
- 16 IRRIGATION TRENCH

BUILDING LEGEND

- ADMINISTRATION
- LIBRARY/ART
- RESOURCE PROGRAMS
- PRESCHOOL
- KINDERGARTEN
- CLASSROOMS 1ST-5TH GRADE
- CLASSROOMS 6TH-8TH GRADE
- SCIENCE
- MULTI-PURPOSE
- KITCHEN
- STAGE
- STORAGE
- RESTROOMS





PHASE 1 MULTI-PURPOSE BUILDING

BUILDING LEGEND

- MULTI-PURPOSE
- KITCHEN
- STAGE
- STORAGE
- RESTROOMS
- OFFICE
- SUPPORT
- TROPHY CASE

