

RENAISSANCE®

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Federal I.D. 39-1559474
www.renaissance.com

Business Services Department

Approval: *PK*

Date: *6-10-20*

Quote
2332926

Marysville Joint Unified School District - 288097

1919 B St

Marysville, CA 95901-3731

Contact: Amy Stratton - (530) 741-6000

Email: astratton@MJUSD.K12.CA.US

Reference ID: 401763

Created: 05/26/2020

Quote Summary

School Count: 21

Renaissance Products & Services Total	\$172,922.15
Applied Discounts	\$(12,312.57)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$160,609.58

This quote includes: Renaissance Accelerated Reader and Renaissance Star 360.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the US Privacy Notice located at <https://doc.renlearn.com/KMNet/R60990.pdf?int=https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Marysville Joint Unified School District - 288097
	By:
Name: Ted Wolf	Name: <i>Penny Lausang</i>
Title: VP - Corporate Controller	Title: <i>Asst. Supt. Business Services</i>
Date: 05/26/2020	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

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If changes are necessary, or additional information is required, please contact your account executive Paul Ackerman at (866)560-3913, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Quote Details				
Marysville Joint Unified School District - 288097				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Data Integration Services				
Custom Data Integration Level 4 (1,501 - 15,000 Subscriptions) Maintenance	07/01/2020 - 06/30/2021	1	\$3,125.00	\$3,125.00
Marysville Joint Unified School District Subtotal				\$3,125.00
Applied Discounts				\$0.00
Marysville Joint Unified School District Total				USD \$3,125.00

Arboga Elementary School - 288086				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	330	\$7.15	\$2,359.50
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Arboga Elementary School Subtotal				\$8,538.75
Applied Discounts				\$(622.44)
Arboga Elementary School Total				USD \$7,916.31

Browns Valley Elementary School - 288176				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Browns Valley Elementary School Subtotal				\$8,531.60
Applied Discounts				\$(621.87)
Browns Valley Elementary School Total				USD \$7,909.73

Cedar Lane Elementary School - 288128				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Cedar Lane Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Cedar Lane Elementary School Total			USD \$7,909.73	

Community Day School - 375304				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Community Day School Subtotal			\$6,179.25	
Applied Discounts			\$(434.34)	
Community Day School Total			USD \$5,744.91	

Cordia Elementary School - 288103				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Cordia Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Cordia Elementary School Total			USD \$7,909.73	

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Covillaud Elementary School - 288123				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Covillaud Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Covillaud Elementary School Total			USD \$7,909.73	

Dobbins Elementary School - 288269				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Dobbins Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Dobbins Elementary School Total			USD \$7,909.73	

Edgewater Elementary School - 2654170				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00

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Edgewater Elementary School Subtotal	\$8,531.60
Applied Discounts	\$(621.87)
Edgewater Elementary School Total	USD \$7,909.73

Ella Elementary School - 288464				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Ella Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Ella Elementary School Total			USD \$7,909.73	

Foothill Intermediate School - 288117				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Foothill Intermediate School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Foothill Intermediate School Total			USD \$7,909.73	

Johnson Park Elementary School - 288109				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				

Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Johnson Park Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Johnson Park Elementary School Total			USD \$7,909.73	

Kynoch Elementary School - 288088				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	380	\$14.25	\$5,415.00
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Kynoch Elementary School Subtotal			\$8,517.35	
Applied Discounts			\$(620.73)	
Kynoch Elementary School Total			USD \$7,896.62	

Linda Elementary School - 288119				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Linda Elementary School Subtotal			\$8,531.60	
Applied Discounts			\$(621.87)	
Linda Elementary School Total			USD \$7,909.73	

Lindhurst High School - 288460				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				

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Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Lindhurst High School Subtotal				\$6,179.25
Applied Discounts				\$(434.34)
Lindhurst High School Total				USD \$5,744.91

Loma Rica Elementary School - 288113				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021 *	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Loma Rica Elementary School Subtotal				\$8,531.60
Applied Discounts				\$(621.87)
Loma Rica Elementary School Total				USD \$7,909.73

Marysville High School - 288075				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Marysville High School Subtotal				\$6,179.25
Applied Discounts				\$(434.34)
Marysville High School Total				USD \$5,744.91

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McKenney Intermediate School - 288090				
Products & Services	Subscription Period	Quantity	Unit Price	Total

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Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
McKenney Intermediate School Subtotal				\$8,531.60
Applied Discounts				\$(621.87)
McKenney Intermediate School Total				USD \$7,909.73

Olivehurst Elementary School - 288455				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Olivehurst Elementary School Subtotal				\$8,531.60
Applied Discounts				\$(621.87)
Olivehurst Elementary School Total				USD \$7,909.73

South Lindhurst High School - 375303				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
South Lindhurst High School Subtotal				\$6,179.25
Applied Discounts				\$(434.34)
South Lindhurst High School Total				USD \$5,744.91

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Yuba Feather School - 288183				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	329	\$7.15	\$2,352.35
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Yuba Feather School Subtotal				\$8,531.60
Applied Discounts				\$(621.87)
Yuba Feather School Total				USD \$7,909.73

Yuba Gardens Intermediate School - 288457				
Products & Services	Subscription Period	Quantity	Unit Price	Total
Renaissance Applications				
Accelerated Reader Subscription	07/01/2020 - 06/30/2021	336	\$7.15	\$2,402.40
Star 360 Subscription	07/01/2020 - 06/30/2021	381	\$14.25	\$5,429.25
Platform Services				
Annual All Product Renaissance Platform	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
Yuba Gardens Intermediate School Subtotal				\$8,581.65
Applied Discounts				\$(625.86)
Yuba Gardens Intermediate School Total				USD \$7,955.79

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This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

**MEMORANDUM OF UNDERSTANDING
FOR
ANNUAL YEAR'S 2021/2023**

This Memorandum of Understanding stands as evidence that the YUBA COUNTY PROBATION DEPARTMENT VICTIM SERVICES CHILD ABUSE TREATMENT AND ADVOCACY PROGRAM - CHAT and the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in YUBA COUNTY. Both agencies believe that implementation of the YUBA COUNTY PROBATION VICTIM SERVICES CHILD ABUSE TREATMENT AND ADVOCACY PROGRAM-CHAT proposal, as described herein, will further this goal. To this end each agency agrees to participate in the program, if implemented, by coordinating and providing the following services from **January 1, 2021 to December 31, 2023:**

The YUBA COUNTY PROBATION VICTIM SERVICES CHILD ABUSE TREATMENT AND ADVOCACY PROGRAM-CHAT will closely coordinate the following services with the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT through:

Program staff being readily available to MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT for services provided through:

Provide training to new teachers on responsibilities of mandated reporters.

Upon request, Victim Services personnel will provide continuing assistance in any mutual concern regarding child abuse victims.

Attend quarterly scheduled meetings between PROGRAM COORDINATOR AND DESIGNATED DISTRICT REPRESENTATIVE to discuss strategies, timetables and implementation of services.

Establish and maintain relationships with school counseling staff and provide information on available program services and referral process.

Assess and provide treatment to minors eligible for CHAT services referred for treatment by school counseling staff.

Upon request of any school provide critical incident debriefing counseling to students and/or staff.

Under the supervision of the Superintendent, act in any capacity needed as part of a district-wide crisis response team.

Yuba County Victim Services personnel will meet with head of Pupil Services to discuss issues of mutual concern regarding counseling service for students with special needs.

Counseling staff will consult with clinician on minors referred for treatment.

Attend regularly scheduled meetings to discuss agency cooperation and services available for targeted victims.

We, the undersigned, as authorized representatives of YUBA COUNTY PROBATION DEPARTMENT VICTIM SERVICES SPECIAL EMPHASIS PROGRAM and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, do hereby approve this document.

James L. Arnold, Chief Probation Officer
Yuba County Probation Program and Victim Services

Date: _____

Gary Cena, Superintendent
Marysville Joint Unified School District

Date: _____

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Lindhurst High School

School Site

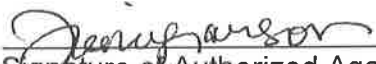
Marysville Joint Unified School District

District

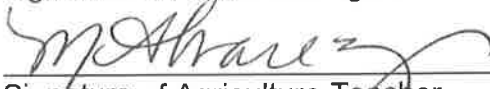
Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



Signature of Authorized Agent



Signature of Agriculture Teacher
Responsible for the Program

Director of Categorical Programs

Authorized Agent Title



Signature of Principal

Contact Phone Number: (530) 749-6160

Date of Local Agency Board Approval: 06/23/20

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site
(Please attach a separate list of Agriculture teachers' names): 2

Total Number of Students from the prior fiscal year R-2 Report: 132

Number of teachers meeting Criterion 10 (Class size - See instructions): 2

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 2

Number of teachers meeting Criterion 11b (Project supervision period - See instructions):

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:

(Please attach a separate list of Agriculture teachers' names):

\$ 4,500.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 1,056.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 4,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 4,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 13,556.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Books and Supplies	\$ 8,556.00	\$ 8,556.00
Subtotal	N/A	\$ 8,556.00	\$ 8,556.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conference/Transportation	\$ 5,000.00	\$ 5,000.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 5,000.00	\$ 5,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds: \$ 13,556.00 \$ 13,556.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Marysville High School

School Site


Marysville Joint Unified School District

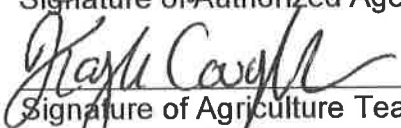
District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

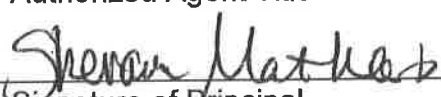
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent


Signature of Agriculture Teacher
Responsible for the Program

Director of Categorical Programs

Authorized Agent Title


Signature of Principal

Contact Phone Number: (530) 749-6160

Date of Local Agency Board Approval: 06/23/20

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21
APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site 4
(Please attach a separate list of Agriculture teachers' names):
Total Number of Students from the prior fiscal year R-2 Report: 242
Number of teachers meeting Criterion 10 (Class size - See instructions): 4
Number of teachers meeting Criterion 11a (Year round employment - See instructions): 4
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of Agriculture teachers' names):

\$ 5,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report:

\$ 1,936.00

Part 3a: Based on number of teachers meeting Criterion 10:

\$ 8,000.00

Part 3b: Based on number of teachers meeting Criterion 11a:

\$ 8,000.00

Part 3c: Based on number of teachers meeting Criterion 11b:

\$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:

\$ 0.00

Total Estimated Award:

\$ 22,936.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Books and Supplies	\$ 10,936.00	\$ 10,936.00
Subtotal	N/A	\$ 10,936.00	\$ 10,936.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conference/Travel	\$ 12,000.00	\$ 12,000.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 12,000.00	\$ 12,000.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds: \$ 22,936.00 \$ 22,936.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

South Lindhurst High School

School Site

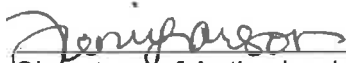
Marysville Joint Unified School District

District

Please include the following items with your application:

- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers

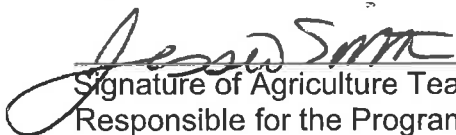
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.



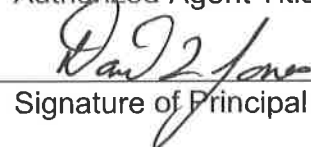
Signature of Authorized Agent

Director of Categorical Programs

Authorized Agent Title



Signature of Agriculture Teacher
Responsible for the Program



Signature of Principal

Contact Phone Number: (530) 749-6160

Date of Local Agency Board Approval: 06/23/20

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020-21 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2020 TO JUNE 30, 2021

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site
(Please attach a separate list of Agriculture teachers' names): 1

Total Number of Students from the prior fiscal year R-2 Report: 125

Number of teachers meeting Criterion 10 (Class size - See instructions): 1

Number of teachers meeting Criterion 11a (Year round employment - See instructions): 1

Number of teachers meeting Criterion 11b (Project supervision period - See instructions): 0

Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)? N

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:
(Please attach a separate list of Agriculture teachers' names): \$ 4,000.00

Part 2: Based on \$8.00 per member listed on the R-2 Report: \$ 1,000.00

Part 3a: Based on number of teachers meeting Criterion 10: \$ 2,000.00

Part 3b: Based on number of teachers meeting Criterion 11a: \$ 2,000.00

Part 3c: Based on number of teachers meeting Criterion 11b: \$ 0.00

Part 4: Based on meeting all criteria on the Quality Criterion 12 Form: \$ 0.00

Total Estimated Award: \$ 9,000.00

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2020–21 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2020)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Books and Supplies	\$ 1,000.00	\$ 1,000.00
Subtotal	N/A	\$ 1,000.00	\$ 1,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conference/Travel	\$ 8,000.00	\$ 3,470.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 8,000.00	\$ 3,470.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 9,000.00

\$ 4,470.00

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Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

(530) 741-6000 • FAX (530) 742-0573

June 11, 2020

Mr. Tony Thurmond
State Superintendent of Public Instruction
1430 N Street
Sacramento, CA 95814-5901

Dear Superintendent Thurmond,

South Lindhurst High School is requesting consideration for an Agriculture Career Technical Education Incentive Grant waiver request. It is a financial hardship for the small continuation high school with under 130 students to match the Incentive Grant funding that South Lindhurst High School qualifies to receive. A high percentage of South Lindhurst students participate in FFA during their time at the continuation school.

Eighty-nine percent of the student population is eligible for free and reduced lunch plus the transient nature of the continuation high school further impacts the site's ability to fundraise despite conducting between 4-7 FFA fundraisers each year. During the 2019-20 school year, the program was thrilled to receive a \$2,500 donation from the Yuba River Endowment Board to support student FFA activities and Ag education enrichment.

During the 2019-20 school year, the continuation high school matched \$1,000 in the 4000 series plus invested an additional \$5,523 in books and supplies. FFA deposited \$970 in the ASB account for student conference and travel. The COVID-19 pandemic halted fundraising and conferences. The Marysville Joint Unified School District supports year round employment for South Lindhurst High School's Agriculture instructor. The teacher's summer service salary, \$10,117, plus benefits, \$2,155, combine for a total supplemental contribution of \$12,272.

South Lindhurst has set in motion strategies to strengthen the Ag Program in the 2020-21 school year. An Advanced Ornamental Horticulture class has been added to complete an Agriculture and Natural Resources Sector sequence. In addition, South Lindhurst is forming a South Lindhurst Ag Advisory Committee instead of combining advisory committees with Lindhurst High School that shares Ag facilities and students with South Lindhurst.

Thank you for your consideration.

Respectfully,

Gary Cena
Superintendent



**Marysville Joint Unified School District
2020-21 Agriculture Teachers**

Lindhurst High School

Meaghan Alvarez
Vacant Position

Marysville High School

Chase Bisby
Kayla Coughlin
Amanda Farrah
Donald Voltz Jr.

South Lindhurst High School

Jessie Smith

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

Begin date: July 1, 2020 End date: June 30, 2021

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

RECITALS

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

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

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

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

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

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

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

8717010.4 YU010-001

28

Business Services Department

Approval: [Signature]
Date: 6-15-21

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for 1 year beginning July 1, 2020 and ending on June 30, 2021 and requires renewal every year by June 30, unless otherwise terminated in accordance with Section 22 of this CCAP Agreement.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 The governing board of each district, at an open public meeting of that board, shall present the CCAP Agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b).)
- 1.6 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that two public meetings, one informational and one for approval, are held in the review and approval of this CCAP Agreement. (Ed. Code, § 76004, subd. (b).)

2. DEFINITIONS

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

students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)

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

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

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

seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g).)

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

4. COLLEGE APPLICATION PROCEDURE

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

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subds. (p) & (q).)
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Unless otherwise provided for in Appendix A, SCHOOL DISTRICT will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of SCHOOL DISTRICT. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. SCHOOL DISTRICT shall determine the type, make, and model of all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the SCHOOL DISTRICT before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP Agreement Courses.
- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will

not appear on the SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.

- 5.10 Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

6. CCAP AGREEMENT COURSES

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

this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.

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

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the SCHOOL DISTRICT, the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).)
- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. Instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT school site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course

delivery, assessment, evaluation, and research and development in the field.

- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel nominated by SCHOOL DISTRICT, or other sources. SCHOOL DISTRICT personnel will perform instructional duties on duty time. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with SCHOOL DISTRICT. SCHOOL DISTRICT personnel selected to be instructors shall be paid by COMMUNITY COLLEGE DISTRICT at the rate established under the applicable collective bargaining agreement between SCHOOL DISTRICT and the bargaining unit of the SCHOOL DISTRICT.
- 7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.
- 7.11 The COMMUNITY COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on

the COMMUNITY COLLEGE DISTRICT campus.

- 8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment, such as extended time on tests or special seating, shall be implemented by the COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the SCHOOL DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the SCHOOL DISTRICT.
- 8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have an Individualized Education Program ("IEP") shall receive all programs and services provided for under the IEP by the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing any portion of a student's IEP. Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT's Disabled Students Programs & Services ("DSPS") office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.
- 8.7 The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the SCHOOL DISTRICT Educational Administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program.
- 9.2 The SCHOOL DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT in conformity with

SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)

- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges by each participating COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT on all the following information: (Ed. Code, § 76004, subd. (t)(l)(A-D).)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(l)(A).)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(l)(B).)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(l)(C).)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(l)(D).)
- 9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).
- 9.6 At no cost to SCHOOL DISTRICT, COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and the COMMUNITY COLLEGE DISTRICT application procedures.

10. DISPUTES

- 10.1 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and SCHOOL DISTRICT employees or students. When such disputes arise,

COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.

- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
- ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
111. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
- iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the

process.

- v. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
- vi. Interviews of COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
- vii. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings.
- viii. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall share any and all materials from the investigation.
- ix. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE DISTRICT shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT

shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s).)

- Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations.

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not fully funded through other sources.
- 12.2 COMMUNITY COLLEGE DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that COMMUNITY COLLEGE DISTRICT will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 12.4 This CCAP Agreement certifies that any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- 12.5 This CCAP Agreement certifies that any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus. (Ed. Code, § 76004, subd. (i).)
- 12.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. U).)
- 12.7 The COMMUNITY COLLEGE DISTRICT certifies that:
 - A COMMUNITY COLLEGE DISTRICT course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
 - A COMMUNITY COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)

- This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(3).)
- Students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(3).)

12.8 This CCAP Agreement certifies that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

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

14. RECORDS

14.1 Permanent records of student attendance, grades, and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. SCHOOL DISTRICT shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.

14.2 The SCHOOL DISTRICT shall complete a document certifying that SCHOOL DISTRICT has made a determination that a participating student is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026, subdivision (b).

14.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

15.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

- 15.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

- 16.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)
- 16.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)
- 16.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

17. REIMBURSEMENT

- 17.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.
- 17.2 If an instructor teaching a course pursuant to this CCAP Agreement is an employee of SCHOOL DISTRICT, COMMUNITY COLLEGE DISTRICT shall reimburse SCHOOL DISTRICT in accordance with Appendix A.

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

19. INDEMNIFICATION

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

20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect COMMUNITY COLLEGE DISTRICT, its agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or

public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the COMMUNITY COLLEGE DISTRICT, its agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COMMUNITY COLLEGE DISTRICT.

- 20.2 The COMMUNITY COLLEGE DISTRICT, in order to protect SCHOOL DISTRICT, its agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- 20.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.
- 20.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and

defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors or students who are not affiliated with the COMMUNITY COLLEGE DISTRICT.

21. NON-DISCRIMINATION

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

22. TERMINATION

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

23. INTEGRATION, MODIFICATION, AND AMENDMENT

- 23.1 Appendix A to this CCAP Agreement are incorporated by reference to this CCAP Agreement.
- 23.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCAP Agreement.
- 23.3 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS AND VENUE

- 24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.
- 24.2 The venue of any action or proceeding in connection with this CCAP Agreement shall be Yuba County, California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

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

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. NOTICES

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

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

NAME AND ADDRESS OF SCHOOL DISTRICT

Marysville Joint Unified School District
Attn: Superintendent
1919 B Street
Marysville, CA 95901
Executed on July 1, 2020

By: _____
Marysville Joint Unified School District
Penny Lauseng, Assistant Superintendent of Business Services

By: _____
YUBA COMMUNITY COLLEGE DISTRICT

School District Board Meetings:

- (a) Information Board Meeting Date:06/23/2020
- (b) Public Comment Board Meeting Date:06/23/2020

Yuba Community College District Board Meetings:

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

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

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 425 Plumas Blvd, Suite 200, Yuba City, CA 95991, and NAME OF SCHOOL DISTRICT: Marysville Joint Unified School District ("SCHOOL DISTRICT"), ADDRESS: 1919 B Street, Marysville CA, 95901; and

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

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

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

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

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
YCCD: Yuba Community College District 425 Plumas Blvd, Suite 200 Yuba City, CA 95991	Michael Bagley Dean of STEM and SS	(530) 740-1707	mbagley@yccd.edu
SCHOOL DISTRICT: Marysville Joint Unified School District 1919 B Street Marysville, CA 95901	Jami Larson Director of Categorical Programs	(530) 741-6160	jl Larson@mjusd.k12.ca.us

2. **CCAP AGREEMENT PROGRAM YEAR FALL 2020 - SPRING 2021** : COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

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

CCAP Program Description:

Program Term or Year	2020-2021
Community College District	Yuba Community College District
College	Yuba College
College Campus	Marysville, CA (Main Campus)
Educational Program(s)/Department(s)	Culinary, Engineering, Computer Science, Administration of Justice
School District	Marysville Joint Unified School District
High School Campus	Marysville High School, Lindhurst High School, South Lindhurst High School
Total Number of High School Students to be Served:	To be determined
Total Number of FTES to be Claimed by Community College District:	To be determined

50

List of CCAP Agreement Courses to be Offered:

COURSE NAME	COURSE NUMBER	TERM E/S	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION	CLASSROOM
Multicultural Communities and the Justice System	AJ 19	Fall	1:20PM-2:40 PM	Tuesdays & Thursdays	Cindy De Woody	Yuba College	South Lindhurst High School	S-6
Introduction to Engineering & Science	ENGR 10	Fall	1:00PM-3:25PM	Monday & Wednesday	Mansour Taheri	Yuba College	Lindhurst High School	G1
Computer Literacy	COMSC 10L	Fall	1:00PM-3:15PM	Tuesday & Thursday	Steven Shepard	Yuba College	Lindhurst High School	G1
Basic Food Preparation	CUL 51A	Fall Spring	10:05 AM-11:15AM	Monday & Wednesday	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School	E10
Professional Baking	CUL 52A	Fall Spring	12:50PM-2:00PM	Tuesday & Thursday	Tim Levitt	Marysville Joint Unified School District	Lindhurst High School	E10
Introduction to Criminal Justice System	AJ 10	Spring	1:20PM-2:40PM	Tuesday & Thursday	Cindy De Woody	Yuba College	South Lindhurst High School	S-6
Lindhurst Spring – To Be Determined		Spring	To Be Determined	To Be Determined	To Be Determined	Yuba College	Lindhurst High School	

3. CRITERIA USED TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM CCAP AGREEMENT COURSES OFFERED:

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

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

8717010.4 YU010-001

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

Course Name & Number	Minimum Qualifications for Instructor
1. Please see attached	Appendix B
2.	
3.	

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

COURSE NAME & NUMBER	TEXTBOOK	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Introduction to Criminal Justice System – AJ10	Criminal Justice: Brief Introduction 12 th ed. Frank Schmalleger ISBN: 9780133591316		None	
Multicultural Communities and the Justice System – AJ19	Police Community Relations and the Administration of Justice 9 th ed. Ronald Hunter, Thomas Baker, Melchor C. de Guzman ISBN: 9780134548043		None	
Introduction to Engineering & Science – ENGR 10	Thinking Like an Engineer: An Active Learning Approach (3 rd Edition) ISBN: 978-0133593211		None	
Basic Food Preparation – CUL 51A	New Perspectives on HTML and CSS (6 th Edition) ISBN: 978-1111526443		None	
Professional Baking – CUL 52A	On Cooking: A Textbook of Culinary Fundamentals (5 th Edition) ISBN: 978-0133458558		None	
Computer Literacy – COMSC 10L	On Cooking: A Textbook of Culinary Fundamentals (5 th Edition) ISBN: 978-0133458558		None	

Advanced Food Preparation – CUL 3B	Not Offering in 20-21			
Advanced Baking – CUL 4B	Not Offering in 20-21			

8717010.4 YUJ010-001

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

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS
Lindhurst High School 4446 Olive Drive, Olivehurst, CA 95961	Kitchen Building E Room E10	Monday-Friday	9:30 am – 2:30 pm
Lindhurst High School 4446 Olive Drive, Olivehurst, CA 95961	Computer Science Engineering Building G Room G1	Tuesday & Thursday Monday & Friday	12:45 pm - 3:30 pm 12:45 pm - 3:30 pm
South Lindhurst High School 4446 Olive Ave, Olivehurst, CA 95961	S-6	Tuesdays & Thursdays	1:20 pm - 2:40 pm

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

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

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

As described in Section 9.5 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment

Attendance Report (CCFS-320).

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

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

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

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

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

9. COSTS TO DISTRICT: The COMMUNITY COLLEGE DISTRICT will pay the SCHOOL DISTRICT \$500 per college unit per course section for all sections with a minimum enrollment of fifteen students at course census. This will be payable at the end of the semester and in response to an invoice from the SCHOOL DISTRICT.

APPENDIX B - MINIMUM QUALIFICATIONS FOR INSTRUCTION:

Course Number	Minimum Qualifications for Instructors
Introduction to Criminal Justice System -AJ 10	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
Multicultural Communities and the Justice System – AJ19	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
Introduction to Engineering & Science – ENGR 10	Master's in any field of engineering OR Bachelor's in any of the above AND Master's in mathematics, physics, computer science, chemistry or geology OR the equivalent. (NOTE: A bachelor's in any field of engineering with a professional engineer's license is an alternative qualification for this discipline.
Computer Literacy – COMSAC 10L	Master's in computer science or computer engineering OR Bachelor's in either of the above AND Master's in mathematics, cybernetics, business administration, accounting or engineering OR Bachelor's in engineering AND Master's in cybernetics, engineering, mathematics, or business administration OR Bachelor's in mathematics AND Master's in cybernetics, engineering, mathematics, or business administration OR Bachelor's degree in any of the above AND A master's degree in information science, computer information systems, or information systems OR the equivalent.
Basic Food Preparation – CUL 51A	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.
Professional Baking – CUL 52A	The minimum qualifications for disciplines on this list are any bachelor's degree or higher and two years of professional experience, or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree. The professional experience required must be directly related to the faculty member's teaching assignment.

This Course Agreement is entered into agreement between the Yuba College Community College District (YCCD) and Marysville Joint Unified School District (DISTRICT) regarding dual enrollment course to be taught at the DISTRICT's site. The Memorandum of Understanding Regarding Dual Enrollment Between the Yuba Community College District and the Marysville Joint Unified School District (MOU) is incorporated by references as if fully set forth herein. In the event of conflict between the terms of this Course Agreement and the MOU, the terms of the MOU shall govern.

COST OF INSTRUCTION AND ENROLLMENT: For courses taught by an employee of the DISTRICT, YCCD will reimburse the DISTRICT at a rate of \$500 per unit. This amount shall be due and payable by the end of the month following the conclusion of the course. This paragraph shall not apply if the instructor is employed or otherwise provided by YCCD. The minimum enrollment for each dual enrollment course is fifteen (15) students, subject to the discretion of the Vice President of Academics and Student Services of appropriate YCCD College. For any course authorized to be offered with fewer than fifteen (15) students, the Cost of Instruction Reimbursement will be pro-rated.

For each course taught by an employee of the DISTRICT and regardless of the number of units of the course, DISTRICT will pay the instructor a \$500 stipend from the Cost of Instruction Reimbursement payment.

APPORTIONMENT: DISTRICT agrees and acknowledges that YCCD will claim apportionment for the students enrolled in this course and therefore may not submit for reimbursement for the same instructional activity.

NAME OF THE COURSE TO BE TAUGHT: _____. The approved course outline of record is incorporated herein as Attachment A of this agreement.

LOCATION OF COURSE: _____. The campus or facility where the course is offered shall be open to enrolled students for a period commencing 15 minutes prior to the start of the classroom hours and concluding 15 minutes after the conclusion of the classroom hours.

SEMESTER AND TIME OFFERED: The course will be offered during the _____ semester. Classroom instruction for the course will commence on or about _____ (date) and shall continue until the conclusion of the course on or about _____ (date). Classroom hours will be from _____ (time) continuing until _____ (time) on _____ (days) each week.

NAME OF THE INSTRUCTOR: _____. The instructor is is not (faculty) employee of the DISTRICT. This instructor is responsible for personally teaching all hours of the course as provided in this agreement.

EXPECTATIONS:

The high school District and Instructor agree to the following expectations:

1. Complete YCCD Dual Enrollment Instructor Packet.
2. District supports the dual enrollment instructor's attendance at college-hosted instructor training and/or college department meetings.
3. Enrollment Facilitation:
 - a. Check all student applications/registration forms for completion and signatures and attach high school roster to college application packet.
 - b. Check the college and high school student rosters at time notified by the Woodland Community College (WCC) or Yuba College (YC) Office of Admissions and Records for accuracy and notify the appropriate college Office of Admissions and Records of any discrepancies.
 - c. Adhere to the YCCD add/drop deadlines as they pertain to specific dual enrollment courses.
4. End of Term Reporting:
 - a. Submit course grades on Canvas no later than three days after your class has ended.
 - b. Submit signed grade sheet(s) to the WCC or YC Office of Admissions and Records.
 - c. Report course Student Learning Outcomes (SLO's) at the end of each semester.
5. Instructor Collaboration and Evaluation:
 - a. High school instructors shall regularly collaborate with a full-time WCC or YC faculty member(s) for the purposes of fidelity to the college course outline of record and instructional delivery. Such collaboration may occur during a high school class session or at a college department meeting. District will allow YCCD staff access to facilities as needed for collaboration and evaluation.
 - b. A faculty evaluation will occur as determined by WCC or YC administration or faculty.

HIGH SCHOOL INSTRUCTOR RESPONSIBILITIES:

- District affirms that high school instructor meets the minimum qualifications as set forth in the California Community College Chancellor's Office Minimum Qualifications Handbook to teach WCC or YC courses. Instructor will complete all YCCD HR forms and onboarding processes as required.
- District affirms that high school instructor meets the criminal record clearance requirements as set forth in the California Educational Code.
- At the beginning of each semester, prepare and distribute current course syllabi to the students in each class taught. Syllabi should include, as applicable, an outline of course objectives and requirements, grading policy, course content, student learning outcomes, and any specific rules or expectations of the instructor.
- Present course content according to a planned schedule and consistent with approved course outline. The appropriate college has primary control over instructional activities.
- Instruct and/or supervise students during all class times. During class times, the instructor will not have any other assigned duty.
- If ill, unavoidably detained, or engaged in approved professional, departmental, or college business, make reasonable efforts to ensure continuity of course coverage by arranging for a qualified substitute or by other means. The instructor will notify the appropriate WCC or YC dean of any course cancellations.
- The instructor will regularly check YCCD email and respond to YCCD administration and dual enrollment students in a timely manner.
- Administer exams or other assessment tools consistent with course objectives.
- Return graded material, with appropriate feedback, in a timely manner.
- Maintain accurate records of students' grades.
- Assess and report Student Learning Outcomes.
- Submit records of grades, student attendance, textbook orders and other required reports to designated campus officials in a timely manner. These will be permanent records.

Instructor

Printed Name

Date

High School Principal or Designee Signature

Printed Name

Date

College President or Designee

Printed Name

Date

Appendix A.**PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES**Project Authorization No. **2020-JKAE-1**

Date of Project Authorization: June 15, 2020

ARCHITECT's Project No.: **20-TBD**

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated May 29, 2018 (pending final executed date) by and between the Marysville Joint Unified School District and Jordan Knighton Architects, Inc. dba. JK Architecture Engineering (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize JK Architecture Engineering (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

1.1 Project: New Modular Classroom Complex (3 classrooms) & Student Learning Plaza
See Appendix C.

1.2 Location(s): McKenney Intermediate School

2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: ARCHITECT will provide architectural and engineering services to assist District with design & installation of (1) new modular classroom building (3 classrooms) to be set on permanent foundation at grade. Complex will be located near the rear of the campus and will include accessible path of travel connection to public right of way, and utility connections to site. Scope also includes Fire Alarm design and connection to campus-wide system.

2.2 Initial Construction Budget: *(see attached preliminary budget sheet – Appendix B)*

Estimated Site Work	\$ 495,000
Estimated Modular Classroom	\$ 590,000
Estimated Construction Contingency (5%)	\$ 54,250
Estimated Total Construction Cost:	\$1,139,250

Note: Proposal is based on option as described above in 2.1 and Appendix B.

2.3 Preliminary Schedule Milestones:

• Schematic Design	4 weeks
• Construction Documents	8 weeks
• DSA/Agency Approval	Presume DSA over-the-counter
• Bid Support	4 weeks
• Construction Administration/Post-Construction	12 weeks

3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

- X Site Analysis
- X Schematic Design

- X Construction Documents
- X Bidding and/or Negotiation
- X Construction Administration
- X Post-Construction

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

Civil Engineer: Warren Consulting Engineers, Inc.

Electrical/Fire Alarm Engineer: The Engineering Enterprise

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

Mechanical/Plumbing Engineer: NA

Cost Estimating: Sierra West (site work only...modular costs by modular vendor)

Civil Engineer: Grading, Drainage, and Wet Utilities

Structural Engineer: NA...footings and building structural engineering by modular vendor

Theater Consultant: NA

Audio/Visual Consultant: NA

Acoustic Engineer/Designer: NA

Traffic Engineer: NA

Pool Consultant: NA

Energy Consultant: NA

Landscape Architect: NA

4. ARCHITECT's COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

- 4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:

Schematic Design	(25%)	\$ 30,164.00
Construction Documents	(40%)	\$ 48,262.00
DSA/Agency Review	(5%)	\$ 6,033.00
Bidding and Negotiations	(5%)	\$ 6,033.00
Construction Administration	(25%)	\$ 30,164.00
Total Fixed Phased Fee:		\$120,655.00

Fee Notes: See Appendix C for Fee Contractual Fee Calculation. The following Engineering Fees are included in the Total Fixed Phased Fee above.

Civil Engineer:	\$ 17,500.00
Electrical Engineer:	\$ 17,500.00
Cost Estimator:	\$ 3,000.00

Reimbursable Expenses: \$ 1,000.00
TOTAL NOT-TO-EXCEED COMPENSATION \$121,655.00

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement and may not exceed 5% of the compensation for ARCHITECT's Services per 4.2.1.
- 4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 The ARCHITECT shall be paid additional fee for the following services: Fire Sprinkler design is not anticipated based on preliminary code research and is therefore excluded from this proposal. Storm Water Pollution Prevention Plan is not anticipated given site development of less than 1 acre.
- 5.2 Special provisions for this project include: None

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Civil Engineer:	Warren Consulting Engineers
Electrical/Fire Alarm Engineer:	The Engineering Enterprise
Cost Estimator:	Sierra West

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

Penny Lauseng, Assistant Superintendent of Business Services

Date: _____

JK Architecture Engineering, Inc.
11661 Blocker Drive, Suite 220
Auburn, CA 95603



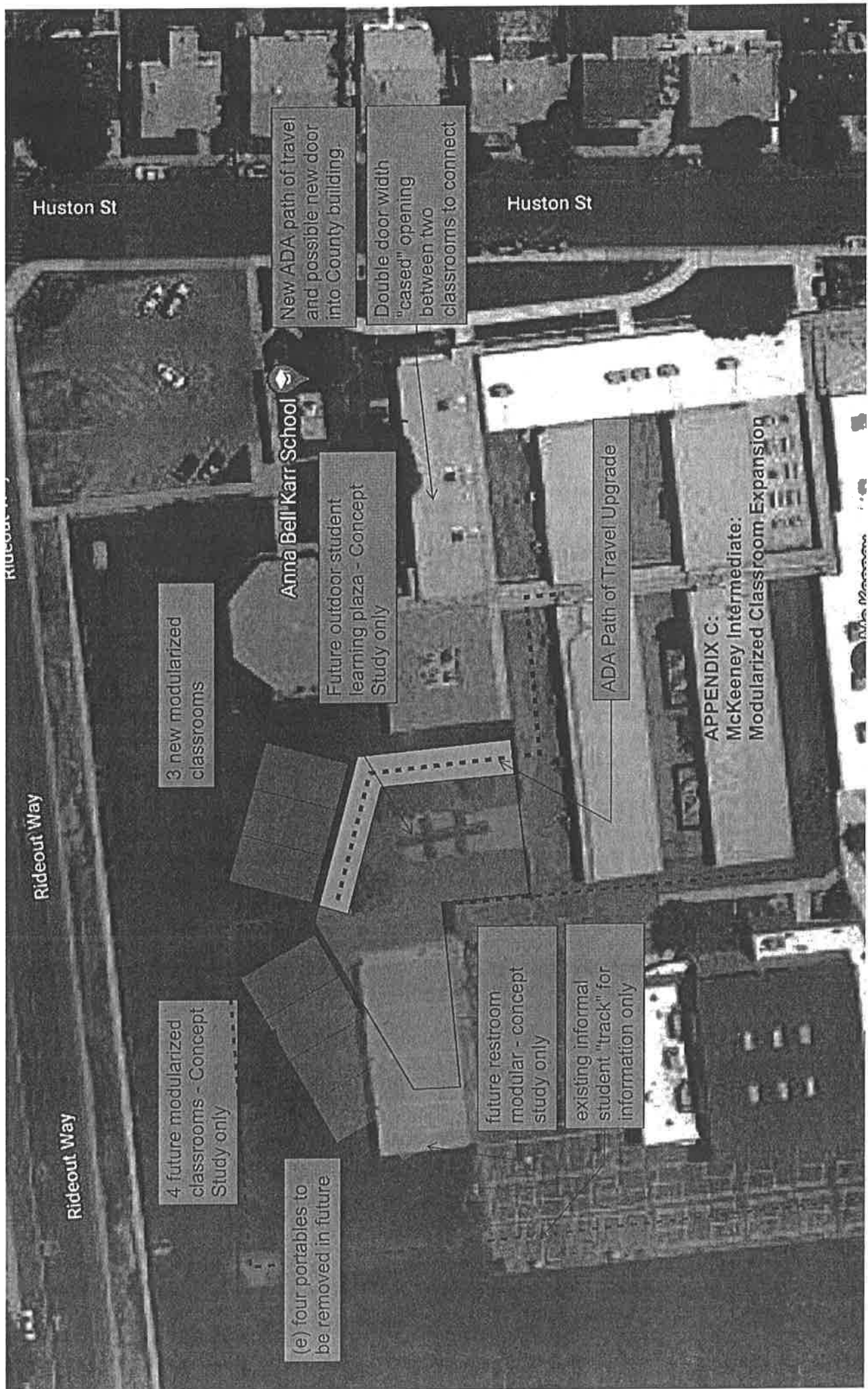
Name: Chris Vicencio, AIA, NCARB, LEED AP, DBIA
CA Architecture License # C-26985
Title: Partner

Date: June 15, 2020

Appendix B**MJUSD - McKeeney Intermediate (3 modularized
classrooms at grade)**
Preliminary Project Cost Estimate

6/15/2020

Base Cost - Estimated AMS Proposal	\$	500,000
<u>Alternates - AMS Proposal</u>		
In-Plant Stucco	\$	25,000
Cabinets	\$	30,000
Mechanical Units (Indoor Bard)	\$	35,000
Subtotal - Alternates	\$	90,000
Modular Building Total - Construction Cost	\$	590,000
Square Footage - SF	\$	2,880
Cost per SF	\$	205
Est. Sitework- including utilities and path of travel upgrades as required.	\$	300,000
Foundation Constructed by General Contractor	\$	150,000
Sitework Subtotal	\$	450,000
Design Contingency - Sitework Only 10%	\$	45,000
Sitework Total - Construction Cost	\$	495,000
Sitework + Building Total	\$	1,085,000
Construction Contingency (Change Orders, etc.) 5%	\$	54,250
Total Construction Hard Costs - Est. Construction Costs - Building and Sitework	\$	1,139,250
Soft Costs - DSA Fees, Inspections, A & E Fees, etc. 25%	\$	284,813
Total Project Costs	\$	1,424,063



Huston St

Huston St

Rideout Way

Rideout Way

Anna Bell Karr School

3 new modularized
classrooms

4 future modularized
classrooms - Concept
Study only

(e) four portables to
be removed in future

Future outdoor student
learning plaza - Concept
Study only

future restroom
modular - concept
study only

existing informal
student "track" for
information only

New ADA path of travel
and possible new door
into County building.

Double door width
"cased" opening
between two
classrooms to connect

ADA Path of Travel Upgrade

APPENDIX C:
McKeeney Intermediate:
Modularized Classroom Expansion

4. CONTRACT

This Contract ("Contract") is made by and between the Marysville Joint Unified School District ("District"), and **Kiz 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: **Marysville Charter Academy for the Arts Classroom Portable Addition Project.**

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 Fifty-Eight Thousand Dollars (\$158,000.00)**, 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 **82** 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

Paul Kirz

Name

Paul Kirz

Signature

CEO

Title

06-05-20

Date

Kirz Construction Inc

Contractor Name

984663

Contractor License No.

and Expiration Date

06-21

Individual Signature

Paul Kirz

Title CEO

X

Penny Lauseng
Asst. Supt. of Business
Services

Date 06-05-20

For:

Kirz Construction Inc

Corporation or Partnership

If Corporation, Seal Below.



MID PACIFIC ENGINEERING, INC.

530-246-9527 f

WEST SACRAMENTO
916-927-7000 p
916-372-9900 f

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

May 11, 2020

Summer Odesha
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

Proposal – Earthwork Testing and Inspection Services
OLIVEHURST ELEMENTARY SCHOOL SITE IMPROVEMENTS
1778 McGowan Parkway
Olivehurst, California
DSA File No. 58-17
DSA Application No. 02-118065
MPE Proposal No. 20-0210

Mid Pacific Engineering, Inc. is pleased to submit this proposal for the earthwork observation and testing services for Olivehurst Elementary School Site Improvements project to be constructed in Olivehurst, California. Our scope of services will include performance of earthwork testing and observation as required by the project plans and written documentation of compliance with their criteria.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. Based on our review of the project plans prepared by Warren Consulting Engineers, Inc. dated November 18, 2019, and our experience with similar projects, our estimated fees for this project are \$11,259. A detailed construction schedule was not available at the time we prepared this estimate. We should review the construction schedule, when available, to verify our proposed work scope and fees, and to determine the need for any revisions.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Therefore, actual billing will be based on the work performed and determined using the attached schedule of fees; however, we will only bill for work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.

Written reports of our findings and test results will be provided upon completion of each phase of work. Copies of daily field reports will be left on site upon request.

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please indicate so by signing the authorization block below and returning a copy of this letter as our formal authorization to proceed.

We look forward to working with you on this project. Please contact me with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this proposal.

Mid Pacific Engineering, Inc.



Brandon Sanderson
Construction Services Manager



Daniel C. Smith
Principal Engineer

/lms

Attachments: Budget Estimate
General Conditions
Schedule of Fees

I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached General Conditions for Construction Testing Services.



Signature

Assistant Superintendent

Title

Penny Lauseng

Name

6-11-20

Date

REVIEWED BY:



TRAVIS Barnett

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5.19.20

DATE

MPE

MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

Project: Olivehurst Elementary Schoole Site Improvements

Date: 5/11/2020

Client: Marysville Joint Unified School District

MPE Proposal #: 20-210
 GER Date: N
 Civil Plan Date(s): 11/18/2019
 Structural Plan Date(s):
 Schedule Y/N: N
 Schedule Date:
 Fee Schedule: 2019

CA Prevailing Wage Y/N: Y

Davis-Bacon Prevailing Wage Y/N:

DSA File #: 58-17

DSA Application #: 02-118065

Notes: No DSA 103

Subdivision Testing and Inspection	Tech	Days	Hours	Quantity	Rate	Unit	Total
3520 Field Sampling - Soils				0		hr.	\$ -
3452 Grading Observation and Testing						hr.	\$ -
3453 Finish Pad Testing	0	0	0	0	\$ -	hr.	\$ -
3460 Sewer Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3462 Storm Drain Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3461 Water Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3463 Dry Utility Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3455 Sidewalk Curb and Gutter Subgrade Soil/AB	0	0	0	0	\$ -	hr.	\$ -
3455 Street Subgrade Preparation	0	0	0	0	\$ -	hr.	\$ -
3454 Lime/Cement Treatment	0	0	0	0	\$ -	hr.	\$ -
3456 Roadway AB Placement Testing	0	0	0	0	\$ -	hr.	\$ -
3457 Asphalt Concrete Placement	0	0	0	0	\$ -	hr.	\$ -
3452 Retaining Wall Backfill	0	0	0	0	\$ -	hr.	\$ -
Estimate							\$ -

School Site and Off-Site	Tech	Days	Hours	Quantity	Rate	Unit	Total
3520 Field Sampling - Soils and Aggregates	1	2	3	6	\$ 115.00	hr.	\$ 690.00
3452 Grading Observation and Testing	0	0	0	0	\$ -	hr.	\$ -
3453 Finish Pad Testing	0	0	0	0	\$ -	hr.	\$ -
3460 Sewer Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3462 Storm Drain Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3461 Water Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3463 Dry Utility Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3455 Sidewalk Curb and Gutter	1	1	6	6	\$ 115.00	hr.	\$ 690.00
3455 Parking Lot Subgrade Preparation	1	6	8	48	\$ 115.00	hr.	\$ 5,520.00
3454 Lime/Cement Treatment Testing	0	0	0	0	\$ -	hr.	\$ -
3456 Parking Lot AB Placement Testing	1	1	6	6	\$ -	hr.	\$ -
3457 Asphalt Concrete Placement	1	1	8	8	\$ 115.00	hr.	\$ 920.00
???? Retaining Wall Backfill	0	0	0	0	\$ -	hr.	\$ -
Estimate							\$ 7,820.00

Public Right of Way - Prevailing Wage	Tech	Days	Hours	Quantity	Rate	Unit	Total
3520 Field Sampling - Soils	0	0	0	0	\$ -	hr.	\$ -
3452 Grading Observation and Testing	0	0	0	0	\$ -	hr.	\$ -
3453 Finish Pad Testing	0	0	0	0	\$ -	hr.	\$ -
3460 Sewer Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3462 Storm Drain Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3461 Water Trench Backfill	0	0	0	0	\$ -	hr.	\$ -
3463 Dry Utility Trench Backfill	0	0	0	0	\$ -	hr.	\$ -

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MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

3455 Sidewalk Curb and Gutter Subgrade/AB	0	0	0	0	\$ -	hr.	\$ -
3455 Parking Lot Subgrade Preparation	0	0	0	0	\$ -	hr.	\$ -
3454 Lime/Cement Treatment Testing	0	0	0	0	\$ -	hr.	\$ -
3456 Roadway AB Placement Testing	0	0	0	0	\$ -	hr.	\$ -
3457 Asphalt Concrete Placement	0	0	0	0	\$ -	hr.	\$ -
3452 Retaining Wall Backfill	0	0	0	0	\$ -	hr.	\$ -
Estimate							\$ -

Laboratory Soil Testing		Quantity	Rate	Unit	Total
6320 Compaction Curve - Soil	ASTM 1557A	3	\$ 250.00	ea.	\$ 750.00
6320 Compaction Curve - Aggregate	ASTM 1557C	1	\$ 250.00	ea.	\$ 250.00
6430 R-Value - Untreated	ASTM D2844 / CT 301	0	\$ -	ea.	\$ -
6431 R-Value - Treated	ASTM D2844 / CT 301	0	\$ -	ea.	\$ -
6810 Gradation Soil/Aggregate	ASTM C136	0	\$ -	ea.	\$ -
6350 Expansion Index	ASTM D4829	0	\$ -	ea.	\$ -
6322 CalTrans Compaction Method	CT216	0	\$ -	ea.	\$ -
Estimate					\$ 1,000.00

Concrete/Masonry Compliance Testing - Field/Lab		Quantity	Rate	Unit	Total
6510 Concrete Compression Cylinders	ASTM C39	0	\$ -	ea.	\$ -
6515 Concrete Sample Hold		0	\$ -	ea.	\$ -
6514 Concrete Core Including Trimming	ASTM C39/C42	0	\$ -	ea.	\$ -
6516 Shotcrete Concrete Cores	ASTM C1140	0	\$ -	ea.	\$ -
6511 High Strength Grout cubes	ASTM 109	0	\$ -	ea.	\$ -
6545 Flexural Strength (per beam)	ASTM C78/C293	0	\$ -	ea.	\$ -
6540 Unit Weight of Hardened Concrete	ASTM C567/C495	0	\$ -	ea.	\$ -
6546 Splitting Tensile Strength	ASTM C496	0	\$ -	ea.	\$ -
6541 Drying Shrinkage Test (set of 3)	ASTM C157	0	\$ -	ea.	\$ -
6511 Grout - Cube/Cylinder Specimen		0	\$ -	ea.	\$ -
6511 Mortar - Cube Specimen		0	\$ -	ea.	\$ -
6512 Concrete Masonry/Brick Units	ASTM C140/C67	0	\$ -	ea.	\$ -
3550 Windsor Probe Testing	ASTM C803	0	\$ -	hr.	\$ -
3571 Core Drill Crew w/equipment		0	\$ -	hr.	\$ -
???? Core Drill Bit Charge				ea.	\$ -
Estimate					\$ -

Structural Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
3540 Casting of Concrete Specimens	ASTM C192	0	0	0	0	\$ -	hr.	\$ -
3541 Concrete Cylinder Transport	ASTM C192	0	0	0	0	\$ -	hr.	\$ -
3542 Concrete Batch Plant Inspection		0	0	0	0	\$ -	hr.	\$ -
3451 Foundation Excavation Observation		0	0	0	0	\$ -	hr.	\$ -
3543 Rebar Placement Inspection		0	0	0	0	\$ -	hr.	\$ -
3544 Field Sampling and Tagging Steel/Rebar		0	0	0	0	\$ -	hr.	\$ -
3545 Rebar Locating (includes Pachometer)		0	0	0	0	\$ -	hr.	\$ -
3546 Pre/Post-Tension Tendon Placement		0	0	0	0	\$ -	hr.	\$ -
3547 Pre/Post-Tension Tendon Stressing		0	0	0	0	\$ -	hr.	\$ -
3531 Epoxy Dowel Inspection		0	0	0	0	\$ -	hr.	\$ -
3530 Torque Testing Screws and Wedge Anchors		0	0	0	0	\$ -	hr.	\$ -
3532 Pull Testing Dowels and Anchors		0	0	0	0	\$ -	hr.	\$ -
3560 High Strength Bolt Observation and Testing		0	0	0	0	\$ -	hr.	\$ -
3565 Shop Welding Inspection		0	0	0	0	\$ -	hr.	\$ -
3566 Shop Welding Inspection (UT, MT, PT)		0	0	0	0	\$ -	hr.	\$ -
3561 Field Welding Inspection		0	0	8	0	\$ -	hr.	\$ -
3562 Field Welding Inspection (UT, MT, PT)		0	0	0	0	\$ -	hr.	\$ -
3570 Masonry Testing and Inspection		0	0	0	0	\$ -	hr.	\$ -
3576 Masonry Grout Placement		0	0	0	0	\$ -	hr.	\$ -

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MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

3564	Fireproofing Observation and Testing		0	0	0	0	\$ -	hr.	\$ -
6620	Fireproofing Unit Weight	ASTM E605				0	\$ -	ea.	\$ -
									Estimate \$ -

Reinforcement Materials Compliance Testing			Quantity	Rate	Unit	Total
6630	Rebar Tesile Test - Up to #7 bar	ASTM A370	0	\$ -	ea.	\$ -
6631	Rebar Tensile Test - #8 through #14 bar	ASTM A370	0	\$ -	ea.	\$ -
6631	Bend Tests	ASTM A370	0	\$ -	ea.	\$ -
6540	High Strength Bolt Hardness Testing	ASTM E18	0	\$ -	ea.	\$ -
6640	Bolt Tensile Strength Testing	ASTM F606	0	\$ -		
6630	Structural Steel Tensile Test (1-7 samples)	ASTM A370	0	\$ -	ea.	\$ -
6631	Structural Steel Tensile Test (8-14 samples)	ASTM A370	0	\$ -	ea.	\$ -
Estimate						\$ -

Miscellaneous Materials Testing and Inspection				Tech	Days	Hours	Quantity	0	Unit	Total
Masonry Prism - Lab Testing	0	0	0	2	\$	-	hr.	\$	-	
	0	0	0	0	\$	-	hr.	\$	-	
Glue Lam Beam Inspection	0	0	0	1	\$	-	hr.	\$	-	
	0	0	0	0	\$	-	hr.	\$	-	
	Estimate								\$	-

Project Supervision				Days	Hours	Quantity	Rate	Unit	Total
3410.08	Managing Technician			2	4	8	\$ 135.00	hr.	\$ 1,080.00
3410.11	Staff Engineer			0	0	0	\$ -	hr.	\$ -
3410.12	Project Engineer			0	0	0	\$ -	hr.	\$ -
3410.13	Senior Engineer			2	1	2	\$ 165.00	hr.	\$ 165.00
3410.14	Principal Engineer			0	0	0	\$ -	hr.	\$ -
									Estimate \$ 1,245.00

Project Administration		Quantity	Rate	Unit	Total
DSA Interim Verified Reports					
3715	Interim Geotechnical Verified Report	0	\$ -	hr.	\$ -
3713	Interim Laboratory Verified Report			hr.	\$ -
Final Report Letter					
3714	Geotechnical	0	\$ -	hr.	\$ -
3712	Laboratory	1	\$ 600.00	hr.	\$ 600.00
3710	Special Inspection	0	\$ -	hr.	\$ -
Estimate					\$ 600.00

Per Diem/ Subsistence				Quantity	Rate	Unit	Total
3880	Daily Per Diem			0	\$ -		\$ -

Vehicle Operation				Trips	Mileage	Quantity	Rate	Unit	Total
1130	Mileage - Portal to Portal			11	72	792	\$ 0.75	mile	\$ 594.00

Project Summary									
Subdivision Testing and Inspection								\$ -	
Commercial Site and Off-Site								\$ 7,820.00	
Public Right-of-Way Prevailing Wage								\$ -	
Laboratory Soil Testing								\$ 1,000.00	
Concrete, Masonry Compliance Testing and Inspection								\$ -	
Structural Testing and Inspection								\$ -	

MID PACIFIC ENGINEERING - Construction Budget Estimate Worksheet

Reinforcement Materials Testing	\$	-
Miscellaneous Materials Testing and Inspection	\$	-
Project Supervision	\$	1,245.00
Project Administration	\$	600.00
Per Diem Subsistence	\$	-
Vehicle Operation	\$	594.00
Estimated Project Billing		
Total not to exceed :		<u>\$ 11,259.00</u>

GENERAL CONDITIONS

FOR

CONSTRUCTION TESTING SERVICES

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractor's assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage of liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

MID PACIFIC ENGINEERING, INC.
2019 DSA Prevailing Wage Schedule of Fees - Sacramento Office

LABOR		Rate per Hour
	Field Testing and Inspection Technician (Concrete)	\$95
	Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$115
	Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$125
	Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$135
	Managing Technician	\$135
	Laboratory Technician	\$85
	Draftsperson	\$80
	Staff Engineer/Geologist	\$125
	Project Engineer/Geologist	\$145
	Senior Engineer/Geologist	\$165
	Principal Engineer	\$185
Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.		
LABORATORY TESTING		Rate per Test
Soil and Aggregate		
	Absorption of Sand or Gravel	\$70
	Aggregate Unit Weight	\$65
	Aggregate Crushed Particles	\$110
	Atterberg Limits	\$175
	California Impact Method 216	\$245
	Compaction Curve	\$250
	Consolidation Test	\$590
	Corrosion Testing	\$165
	Direct Shear Test	\$160
	Durability	\$185
	Expansion Index	\$185
	Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$245
	Grain Size Analysis - Fine or Coarse Sieve	\$115
	Grain Size Analysis - Soils Finer than No. 200	\$105
	Grain Size Analysis - Hydrometer	\$175
	Moisture Content	\$40
	Permeability	395
	Resistance Value - Untreated	\$345
	Resistance Value - Treated with Lime or Cement	\$395
	Sand Equivalent	\$160
	Specific Gravity	\$130
	Triaxial Shear - Undisturbed	\$390
	Triaxial Shear - Remolded	\$475
	Unconfined Compression Test	\$125
	Unit Weight and Moisture Content - Undisturbed Sample	\$45
	Unit Weight and Moisture Content - Loose Sample	\$70
Concrete and Masonry		
	Compression Testing - Concrete 4x8 or 6x12	\$30
	Compression Testing - Grout, Mortar or CLSM	\$45
	Compression Testing - Masonry Unit or Brick	\$65
	Compression Testing - Masonry Prism	\$195
	Compression Testing - Concrete Core Including Trimming	\$55
	Compression Testing - Shotcrete Core	\$60
	Compression Testing - Hold Sample	\$25
	Flexural Strength - 6" x 6" concrete beam	\$130
	Length Change of Hardened Concrete - Batching, Compression Testing & Shrinkage Measurement	\$1200
	Length Change of Hardened Concrete - Shrinkage Measurement	\$420
	Masonry Unit Linear Shrinkage, Absorption and Moisture	\$525
Reinforcing and Structural Steel		
	Anchor Bolt or Prestressing Strand Tensile Strength	\$85
	Fire Proofing Unit Weight	\$60
	Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$85
	Rebar Tensile and Bend 1 - 7 bar	\$125
	Rebar Tensile and Bend 8 - 14 bar	\$175
	Structural Bolt Set Tensile and Hardness	\$370
	Please contact our office for laboratory testing not listed on the this fee schedule	Quote
MISCELLANEOUS		
	Mileage - Billed Portal to Portal	\$0.75/mile
	Per Diem	\$175/day
	Outside Services	Cost +20%
	Interim Verified Report	\$350
	Final Verified Report	\$600
	Department of Industrial Relations Wage Reporting	\$150/month

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