



Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-45952-P7D2S3 5/13/2019

Bill To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Ship To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2019 - 06/30/2020)	\$12,734.00	1.00	\$12,734.00	
ELA	ELA Membership (07/01/2019 - 06/30/2020)	\$3,184.00	1.00	\$3,184.00	

Dues not processed before September 15 will incur a 10% late fee (up to \$100) and all services will be discontinued after September 16.

Nonmembers do not have access to the CSBA Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee and hotel reservations canceled on September 16.

Total Invoice: ~~\$15,918.00~~

Total Paid: \$0.00

Balance Due: ~~\$15,918.00~~

\$12,734.⁰⁰



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number **Invoice Number**
101035 INV-45952-P7D2S3

Invoice Date
05/13/2019

Terms

Balance Due

~~\$15,918.00~~

\$12,734.⁰⁰

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Invoice Number **Invoice Date** **PO #**
 INV-47977-S4J5C2 5/13/2019

Bill To:
 Marysville Joint USD
 1919 B St
 Marysville, CA 95901-3731
 United States

Ship To:
 Marysville Joint USD
 1919 B St
 Marysville, CA 95901-3731
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
MM	Manual Maintenance (07/01/2019 - 06/30/2020)	\$3,485.00	1.00	\$3,485.00	
GOL	Gamut Online (07/01/2019 - 06/30/2020)	\$3,445.00	1.00	\$3,445.00	Net 30

WAIT! Have you renewed your CSBA Membership for 2019/2020? Only CSBA members enjoy exclusive access to our valuable trainings and services. Don't forget to renew your CSBA membership by September 15th to keep your uninterrupted access.

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-47977-S4J5C2	05/13/2019		\$6,930.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Marysville Joint USD
 1919 B St
 Marysville, CA 95901-3731
 United States

2

**Formula Grant Electronic Application System for
Indian Education (EASIE Allocation 1 - Initial) School Year 2019-20**

OMB #: 1810-0021 OMB Expiration Date: 02/29/2020

Type of applicant: LEA (Consortium Leader)
Type of application: Regular formula grant program
Applicant name: Marysville Joint Unified School District
Address: 1919 B Street
City, State, Zip: Marysville, CA 95901
Applicant DUNS Number: 100122274
Applicant NCES Number: 0624090
Applicant PR Award number: S060A190995

Allocation 1 - Initial 2019-20 Allocation: \$302,757
Grant award start date: July 01, 2019 12:00 AM
Grant award end date: June 30, 2020 12:00 AM
Application Part II version: 1.1
Total Indian student count: 1,217
Total student enrollment: 35,127

Participating LEAs:

LEA name: Marysville Joint Unified School District
City, State: Marysville, CA
NCES number: 0624090
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 10,131
Indian student count: 809
Increase of 10% or more: N

LEA name: Yuba County Office of Education
City, State: Marysville, CA
NCES number: 0691048
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 693
Indian student count: 88
Increase of 10% or more: N

LEA name: Camptonville Unified
City, State: Camptonville, CA
NCES number: 0607260
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 499
Indian student count: 17
Increase of 10% or more: N

LEA name: Plumas Elementary
City, State: Plumas Lake, CA
NCES number: 0631180
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 1,322
Indian student count: 9
Increase of 10% or more: N

LEA name: Wheatland Elementary
City, State: Wheatland, CA
NCES number: 0642330
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 1,480
Indian student count: 19
Increase of 10% or more: N

LEA name: Wheatland High School District
City, State: Wheatland, CA
NCES number: 06422350
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 800
Indian student count: 29
Increase of 10% or more: N

LEA name: Sutter County Office of Education
City, State: Yuba City, CA
NCES number: 0691042
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 368
Indian student count: 8
Increase of 10% or more: N

LEA name: Britton Elementary
City, State: Sutter, CA
NCES number: 0606090
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 464
Indian student count: 13
Increase of 10% or more: N

LEA name: Browns Elementary
City, State: Rio Oso, CA
NCES number: 0606100
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 132
Indian student count: 2
Increase of 10% or more: N

LEA name: East Nicoluas Joint Union High
City, State: East Nicolaus, CA
NCES number: 0611780
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 301
Indian student count: 5
Increase of 10% or more: Y

LEA name: Live Oak Unified School District
City, State: Live Oak, CA
NCES number: 0622050
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 1,862
Indian student count: 36
Increase of 10% or more: N

LEA name: Meridian Elementary School District
City, State: Meridian, CA
NCES number: 0624690
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 985
Indian student count: 4
Increase of 10% or more: Y

LEA name: Marcum Illinois Elementary
City, State: East Nicolaus, CA
NCES number: 0623800
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 2,204
Indian student count: 8
Increase of 10% or more: Y

LEA name: Yuba City Unified School District
City, State: Yuba City, CA
NCES number: 0634480
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 13,111
Indian student count: 148
Increase of 10% or more: N

LEA name: Sutter Union High School District
City, State: Sutter, CA
NCES number: 0638610
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12
Student enrollment: 775
Indian student count: 22
Increase of 10% or more: N

Application Timeframe: Multi-Year
Current Application Cycle: Year 3 Of 4

2.1.5.1 Project Director and Authorized Representative Information

Applicant Demographics:		Project Director:	
Applicant Name:	Marysville Joint Unified School District	First Name:	Patricia
Address:	1919 B Street	Last Name:	Bennett
Address 2:		Phone:	530-749-6196 Ext:
City:	Marysville	FAX:	530-741-7840
State:	CA	E-Mail:	pbennett@mjud.k12.ca.us
Zip:	95901		
Applicant Identification:		Authorized Representative of the Applicant Agency:	
PR Award Number:	S060A190995	First Name:	Lenny
DUNS Number:	100122274	Last Name:	Tate
NCES Number:	0624090	Phone:	530-7496902 Ext:
		FAX:	530-741-7893
		E-Mail:	ltate@mjud.k12.ca.us

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2.2 Coordination of Service

2.2.1 Coordination of Services with Formula Grant Programs

Programs	(a) Is this Program Available?	(b) Is this Program coordinated with Title VII Services?	Program Type
Title I	Yes	No	Federal
Homeless Child and Youth	Yes	No	Federal
Title III: English Language Acquisition	Yes	No	Federal
School Improvement Grants	No	No	Federal
Rural and Low-Income School Program	No	No	Federal
Impact Aid	No	No	Federal
Migrant Education	No	No	Federal
LCFF	Yes	No	State
Title II	Yes	No	Federal
BIA: Johnson O	Yes	Yes	Federal
AI Early Childhood Education Program	Yes	Yes	State

2.2.2.1 Description of Coordination of Services for American Indian/Alaska Native Students

Our most recent Needs Assessment survey shows that Increasing knowledge of cultural identity and awareness is one of the highest priorities. Culturally-responsive academic support and parent involvement are also high priorities. Title VI program works collaboratively with Johnson O'Malley and AIECE program. AIECE is very specific to academic support in the classroom for grades Pre-K-4th grades at two of the forty schools that Title VI works with. Title VI provides additional culturally-responsive academic support on a one-on-one ratio whenever possible to those two schools. JOM provides culturally-responsive academic support to eligible students. Title VI provides additional academic support on a one-on-one ratio to those students. Schools provide space for frequent contact with American Indian students where AIEP staff can provide cultural activities including language.

2.2.3 Coordination of Services Professional Development

Staff	Professional Development Opportunity	Content
All teachers and other school professionals	Workshops/Sessions	Cultural Awareness Education and Sensitivity
Teachers and other school professionals new to the Indian community	Workshops/Sessions	Cultural Awareness Education and Sensitivity
All teachers and other school professionals	Workshops/Sessions	Integrating Indian- specific content into the general curriculum

2.2.4.1 - 2.2.4.3 Dissemination and Use of Assessment Data

Timeframe of Last Assessment(s) Conducted:	School Year: 2019-20
Method of Dissemination to Indian Community and Parent Committee	<input checked="" type="checkbox"/> Public hearing for application <input checked="" type="checkbox"/> Parent Committee meeting <input checked="" type="checkbox"/> Within a written report <input type="checkbox"/> Posted on website <input type="checkbox"/> Other open meeting <input type="checkbox"/> Sent home with student <input type="checkbox"/> Radio Broadcast <input type="checkbox"/> Newsletter
How is LEA responding to findings of previous assessment(s)?	<input checked="" type="checkbox"/> No changes in services/programs <input type="checkbox"/> Modifications to services/programs at LEA level Please describe : <input type="checkbox"/> Modification to services/programs within project Please describe :
Public Hearing Date : 4/23/2019	

2.2.5.1 Description of Meaningful Collaboration with Tribes

Our program is a consortium serving Yuba and Sutter public school districts. There is one Federally-recognized tribe that has been granted land in Yuba County to build a casino, Enterprise Rancheria. They are currently in the building process but their offices have remained in operation in Butte County. There are no Federally-recognized tribes in Sutter County. We have students that are members of Cortina, Enterprise, Berry Creek and Mooretown Rancherias all of which are within a 50-mile radius of our program. We have 3 students from Cortina; 2 students from Enterprise; and 1 student from Mooretown and 3 students from Berry Creek. We collaborate with Enterprise Rancheria to present workshops talking about the history of the Maidu people for our Native Peoples History Day event as well as other community cultural events. We also work with them to offer salmon distribution to our families. We have spoken with Cortina's chairperson and he asked that we make a presentation about treaties at the high school level. We have conversed about the books recommended be used as reference. We are currently reviewing the books he recommended and looking for a speaker to make the presentation. We have worked with Mooretown Rancheria to offer presentations about Maidu History to our students as well as working with their cultural committee on events they may offer. We have reached out to each Rancheria by letter to make contact and invite them to participate in our classes, events and parent meetings. Each month we make additional contact by mail, email, and phone calls.

2.3 Indian Education Project Description

2.3.1.1 Indian Education Formula Grant Objectives and Data Sources

Objective: Increase knowledge of cultural identity and awareness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive professional development	Documents
Cultural enrichment	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive mentoring	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Indian education, including language and history	Documents
Indian education, including language and history	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Indian education, including language and history	Parent surveys, interviews, or focus groups
Indian education, including language and history	Student surveys, interviews, or focus groups
Indian education, including language and history	Teacher surveys, interviews, or focus groups
Indian education, including language and history	Administrator surveys, interviews, or focus groups

Objective: Enhance problem solving and cognitive skills development and directly support attainment of State standards

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Documents
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase academic achievement

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Cultural enrichment	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	State standardized test
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase parent participation

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Native Language Instruction	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive professional development	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Documents
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups

Objective: Increase Native American Language Instruction programs

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Native Language Instruction	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive professional development	Documents
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Cultural enrichment	Student portfolios
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase at-risk student support

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic support	State standardized test
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Student advocacy or leadership	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive mentoring	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

Objective: Increase activities for prevention of violence, suicide and substance abuse

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive professional development	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Cultural enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Culturally-responsive academic enrichment	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Substance abuse prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Parent involvement	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Suicide prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.
Violence prevention	Other data source Any of the following: logs, sign in sheets, pictures, anecdotal notes.

2.4 Budget

2.4.1.0.1 Supplemental Information

✓ By Checking this box, I will ensure that the Indian Education formula grant funds will supplement and not supplant other funding for the education of Indian children, with the goal of providing culturally-responsive education to meet the academic needs of American Indian/Alaska Native students and to assist those students in meeting State achievement standards. See FAQs for guidance and examples.

2.4.9 Budget Summary

Allocated Funds: \$302,757		Total Admin %: 5.0% Total Admin Funds: \$15,000 Waiver Applied For:	Budgeted Funds: \$302,757	Unbudgeted Funds: \$0
Budget Category	Status	Category Subtotal	% of Overall Allocation	
Supplemental Information	Finished	\$0	0.0%	
Personnel	Finished	\$257,619	85.1%	
Travel	Finished	\$2,000	0.7%	
Equipment	Finished	\$0	0.0%	
Supplies	Finished	\$2,827	0.9%	
Contractual	Finished	\$7,000	2.3%	
Other	Finished	\$13,425	4.4%	
Indirect Costs	Finished	\$19,886	6.56%	
Budget Total		\$302,757	100%	

2.4.1.1 Budget-Personnel

Type of Personnel	#	% of Time	Admin Cost	Prog. Cost	Fringe Cost	Total
Project Director	1	85%	\$5,000	\$57,901	\$30,123	\$93,024
Project Coordinator						\$0
Other:						\$0
Support: Clerical or Secretarial	1	100%	\$10,000	\$45,229	\$28,530	\$83,759
Reading/Math Coaches or Specialists	15	16%		\$21,210	\$2,531	\$23,741
Cultural Resource Specialists	8	25%		\$48,147	\$8,948	\$57,095
Category Totals	25		\$15,000	\$172,487	\$70,132	\$257,619

2.4.2.1 Budget-Travel

Type of Travel	Admin Cost	Program Cost	Totals
In-District		\$1,500	\$1,500
Out of District			\$0
Professional Development		\$500	\$500
Category Subtotals	\$0	\$2,000	\$2,000

2.4.3.1 Budget-Equipment

Item	Admin Cost	Program Cost	Totals
			\$0
Category Subtotals	\$0	\$0	\$0

2.4.4.1 Budget-Supplies

Item	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$1,500	\$1,500
Student Consumables		\$1,327	\$1,327
Program Management			\$0
Category Subtotals	\$0	\$2,827	\$2,827

2.4.5.1 Budget-Contractual

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$7,000	\$7,000
Student Evaluations			\$0
Category Subtotals	\$0	\$7,000	\$7,000

2.4.6.1 Budget-Other

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$7,000	\$7,000
Student Activities Related to Services		\$5,425	\$5,425
Professional Development		\$1,000	\$1,000
Category Subtotals	\$0	\$13,425	\$13,425

2.4.7.1 Budget-Indirect Costs

Rate %	Total
7.00%	\$19,886

2.6 GEPA Section 427

This project is designed to give access to any of the proposed activities by students, parents, and school staff regardless of gender, age, race, color, national origin or disability. The proposed project has the following aims: Step One; Determine if there is a barrier to participation in program activities. Examples of barrier may be gender, race, national origin, color, age or disability. Step Two: Determine if there is any District or public entity that can address the barrier. Step Three: Ask the District or public entity to address the barrier. Step Four: If there is no District or public entity that can address the barrier, then program will try to find a way to address barrier. We will ensure that we accommodate students, parents or staff to be able to participate in program activities that they choose to participate in. For example, when choosing facilities to hold activities we will make sure that the facilities will accommodate every individual. Another example, if there is a child, parent or staff member on crutches, we will have extra staff members or volunteers available to assist.

2.7 Comments

No "other" was selected.

Application Correspondence

OIE Comments on version 1.1		
Date	OIE Staff Name:	Comment
Applicant Reply		
Date	Applicant Staff Name:	Reply
OIE Comments on version 1.0		
Date	OIE Staff Name:	Comment
5/15/2019 5:05:16 PM	Annabelle Toledo	Annabelle Toledo, May 15, 2019 5:05 PM; PCA form: review your bylaws for composition of signatures on the PCA form for parents and family members, teachers and students. Lisa, sign either as teacher or parent. No need to sign the form twice. Upload corrected PCA form and recertify application.
Applicant Reply		
Date	Applicant Staff Name:	Reply
5/16/2019 11:18:13 AM	Patricia Bennett	Patricia Bennett, May 16, 2019 11:18 AM; Patricia Bennett, May 15, 2019 5:43 PM; Lisa Penaska is a parent in two separate school districts, Wheatland Elementary and Wheatland High School. She is also a teacher, not paid by the program. Do we need to get another parent to represent one of the two school districts? If she signs as a teacher, do we also need a parent for the school districts? After speaking with Annabel Toledo, today, we have made the recommended changes in the PCA form and uploaded it to the application.

☒ I, the legal authorized representative, have read both program assurance forms, Standard Form 424B Assurances – Non–Construction Programs and Additional Program Assurances for 84.060–Indian Education Formula Grants, and agree to their provisions. NOTE: You do not need to sign and mail–in program assurances to the program office. Checking the checkbox is equivalent to a signature. You should keep a signed copy on file for your project records.

☒ All of the required student forms (ED 506 Forms) are on file with the LEA and will be provided to the Office of Indian Education upon request.

☒ I certify that I am an employee authorized to legally bind this entity, and that by accepting the award for the Indian Education Formula Grant Program, this grantee will comply with all program assurances, agrees to carry out the program and meet all applicable requirements described herein. I certify that, to the best of my knowledge, the information in this application is true, reliable, and valid and I understand that any false statement provided herein that I have made is subject to penalties under The False Claims Act, 18 U.S.C. 1001.

Certified By: Lenny Tate
Certified Date: Thursday, May 16, 2019, 11:35:05 AM

Applicant Contact Name: Patricia Bennett
Applicant Contact E-mail: pbennett@mjud.k12.ca.us
Applicant Contact Title: Project Director
Applicant Contact Telephone: (530) 749-6196

User 1: Bao Yang
E-mail: byang@mjud.k12.ca.us
Title: Secretary

User 2: Lenny Tate
E-mail: ltate@mjud.k12.ca.us
Title: Business Manager

User 3: Patricia Bennett
E-mail: pbennett@mjud.k12.ca.us
Title: Project Director

If you have any questions regarding your SY 2019-20 EASIE Formula Grant application or need to report changes of EASIE system users for your LEA prior to the close of the application submission, review, and approval period (approximately July 1, 2019), please contact the Partner Support Center. PSC is available between 8:00 a.m. and 6:00 p.m., Eastern Time. PSC is closed on federal holidays.

EDFacts Partner Support Center (PSC)
Voice: 877-457-3336 (877-HLP-EDEN)
Fax: 888-329-3336 (888-FAX-EDEN)
E-mail: eden_OIE@ed.gov

Hearing impaired persons may contact the Partner Support Center via the Federal Relay Service: 800-877-0996 (Voice/TTY) / federalrelay@sprint.com.

If you have questions or need to make changes to SY 2018-19 or prior grants or need information after July 1, 2019, please contact the Office of Indian Education.

Office of Indian Education
Telephone: 202-260-1454
E-mail: Indian.education@ed.gov

**U.S. Department of Education
Office of Indian Education
American Indian Education Program
Marysville Joint Unified School District
Consortium Agreement**

Directions: The following document is required of LEA consortium applications under this grant. Consortium applicants must upload this document no later than the closing date of EASIE Part I.

For the purpose of applying for an Indian Education Formula Grant as consortium members, we, the undersigned local educational agencies (LEAs), Tribes, Indian Organizations (IOs) and/or Indian Community Based Organizations (ICBOs) agree to adhere to the requirements under 34 CFR 75.127-129 (attached). Each LEA identified in the EASIE application also certifies that it is not submitting a separate application as an individual LEA for this same grant. In addition,

1. General Agreement:

It is agreed that the lead consortium member LEA will be Marysville Joint Unified School District, which is designated to act on behalf of all consortium members. As a consortium member we understand that this agreement binds each member of the group to every statement and assurance made by the applicant in the application. It is also understood that any false statement provided in the application is subject to penalties under The False Claims Act, 18 U.S.C. 1001.

The applicant for the group is the grantee and is legally responsible for--

- (A) The use of all grant funds;
- (B) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
- (C) Ensuring that indirect cost funds are determined as required under 34 CFR §75.564(e).

2. Legal Responsibility

We also understand that, as a consortium member, we are each legally bound to every statement and assurance in the application and individually responsible to—

- (A) Carry out the activities we agree to perform; and
- (B) Use the funds that we receive under the agreement in accordance with Federal requirements that apply to the grant, including the parent consultation and committee requirements below, if applicable.

3. Parent Consultation and Committee requirements:

- A. The local program for which we seek funding ("Indian Education Formula Grant Program") was developed in open consultation, including through public hearings, with parents and family members of Indian children, representatives of Indian Tribes on Indian lands located within 50 miles of any school that the agency will serve if such Tribes have any children in such school, teachers, and if appropriate, Indian students from secondary schools, including through public hearings held to provide individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.. We held public hearings to provide individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.
- B. The Indian Education Program was developed with the participation and written approval of a Parent Committee, in accordance with section ESEA section 6114(c)(4) (20 USC 7424©(4))). The consortium is using: (Select only one option, if applicable to your applicant type.)

- ☒ 1. A single parent committee, whose members are representative of all LEAs in the consortium, either through equal or through proportionate representation. The consortium should submit one Parent Committee Approval Form.

OR

17

- ☐ 2. Multiple parent committees, one from each LEA in the consortium. Each LEA in the consortium must have its Parent Committee sign a Parent Committee Approval Form. The consortium should submit multiple Parent Committee Approval forms, one from each LEA in the consortium.

4. **Comprehensive Program**

These grant funds will be used to carry out, in each member LEA, a comprehensive program for meeting the needs of Indian children, including their language and cultural needs, consistent with federal requirements (ESEA section 6115, 20 USC 7425). Below list the particular activities and services provided by this grant and the activities that each member of the group plans to perform per activities and services identified in the EASIE Part II application.

The American Indian Education Program will offer all enrolled students:

1. Academic Tutoring in Math and English Language Arts --either individually or in small groups as determined by the education program the student is enrolled in and ensuring the best interests of the student.
2. American Indian cultural activities as determined by AI Parent Committee
3. High School Credits in Fine Arts or Electives for Cultural Classes
4. Cultural Classroom presentations
5. Field trips
6. Quarterly newscards announcing program activities
7. Cultural special events and other Cultural workshops
8. Help in choosing a college or other continuing education program
9. Help in finding financial aid for college
10. Referral service for other Indian agencies, activities and events
11. Help with Tribal Ancestry and Enrollment

The Members of the Consortium will provide reports of student grades and attendance, access to student contact information, district-wide and American Indian specific graduation rates and meeting space as required.

Marysville Joint Unified School District


Dr. Gay Starkey, Superintendent

2-25-19
Date

Britton Elementary School District


Staci Kaelin, Superintendent

2-25-19
Date

Browns Elementary School District


Mike Scully, Superintendent


2/25/19
Date

Camptonville Unified School District


Sandra Ross, Superintendent

2/28/19
Date

East Nicolaus High School District


Mark Beebe, Superintendent


2/24/19
Date

Live Oak Unified School District


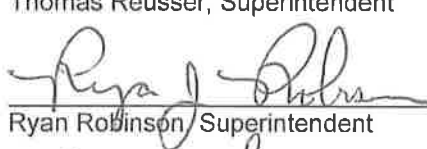
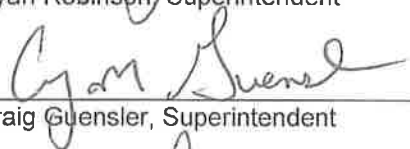
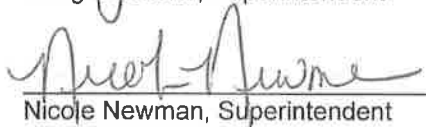
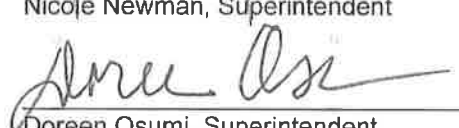
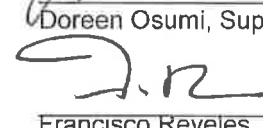
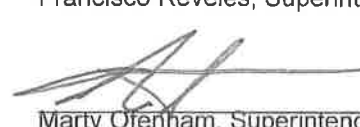

Mathew Gulbrandsen, Superintendent

2/24/19
Date

Marcum Illinois School District


Jimmie Eggers, Superintendent

2-26-19
Date

Plumas Lake Elementary School District	 _____ Jeff Roberts, Superintendent	<u>2/27/19</u> Date
Sutter County Office of Education	 _____ Thomas Reusser, Superintendent	_____ Date
Sutter Union High District	 _____ Ryan Robinson, Superintendent	_____ Date
Wheatland Elementary School District	 _____ Craig Guensler, Superintendent	<u>2/27/19</u> Date
Wheatland High School District	 _____ Nicole Newman, Superintendent	<u>2/27/19</u> Date
Yuba City Unified School District	 _____ Doreen Osumi, Superintendent	<u>2-26-19</u> Date
Yuba County Office Of Education	 _____ Francisco Reveles, Superintendent	<u>2/28/19</u> Date
Meridian Elementary School District	 _____ Marty Offenham, Superintendent	<u>2/26/19</u> Date

Group Applications: From Code of Federal Regulations (34 CFR Part 75)

□ 75.127 Eligible parties may apply as a group.

- (a) Eligible parties may apply as a group for a grant.
- (b) Depending on the program under which a group of eligible parties seeks assistance, the term used to refer to the group may vary. The list that follows contains some of the terms used to identify a group of eligible parties:
 - (1) Combination of institutions of higher education
 - (2) Consortium
 - (3) Joint applicants
 - (4) Cooperative arrangements

(Authority: 20 U.S.C. 1221e-3 and 3474)

□ 75.128 Who acts as applicant; the group agreement.

- (a) If a group of eligible parties applies for a grant, the members of the group shall either:
 - (1) Designate one member of the group to apply for the grant; or
 - (2) Establish a separate, eligible legal entity to apply for the grant.
- (b) The members of the group shall enter into an agreement that:
 - (1) Details the activities that each member of the group plans to perform; and
 - (2) Binds each member of the group to every statement and assurance made by the applicant in the application.
- (c) The applicant shall submit the agreement with its application.

(Authority: 20 U.S.C. 1221e-3 and 3474)

□ 75.129 Legal responsibilities of each member of the group.

- (a) If the Secretary makes a grant to a group of eligible applicants, the applicant for the group is the grantee and is legally responsible for:
 - (1) The use of all grant funds;
 - (2) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
 - (3) Ensuring that indirect cost funds are determined as required under 75.564(e).
- (b) Each member of the group is legally responsible to:
 - (1) Carry out the activities it agrees to perform; and
 - (2) Use the funds that it receives under the agreement in accordance with Federal requirements that apply to the grant.

(Authority: 20 U.S.C. 1221e-3 and 3474)

**Title VI Indian Education
INDIAN PARENT COMMITTEE APPROVAL FORM
for Formula Grants to Local Educational Agencies (LEAs)**

LEA Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT PR Award #: S060A17 0995

City/State/Zip MARYSVILLE, CA 95901

This certifies that the Parent Committee for the above entity has participated in the development of the application for Title VI funds and approves the proposed project.

Instructions: The written approval of the parent committee must be obtained before EASIE Part II closes and must be uploaded within the EASIE system. Reminder: The Parent Committee Approval Forms must be signed by a majority of whose members are parents and family members of Indian children. For more information about Indian Parent Committees, See the Part I FAQs.

Note: Only Indian parent committee members' signatures, titles and date are required and signatures of any others in attendance at the open meeting should not sign this form. Suggested Parent Committee titles could be parent, grandparent, family member, teacher (not paid by Title VI), high school student or tribal representative.

<u>Lisa Penaska</u> Name	<u>Teacher</u> Title	<u>Lisa Penaska</u> LEA: WHEATLAND HIGH SCHOOL	<u>5/8/19</u> Date
<u>C. Van Sant</u> Name	<u>Parent</u> Title	<u>Carrie Van Sant</u> LEA: SUTTER COUNTY OFFICE OF ED	<u>5/8/19</u> Date
<u>Teya Baker</u> Name	<u>Parent</u> Title	<u>Teya Baker</u> LEA: BRITTON ELEMENTARY	<u>5/8/19</u> Date
<u>Tiffany Bean</u> Name	<u>Parent</u> Title	<u>Tiffany Bean</u> LEA: BROWNS ELEMENTARY	<u>05/08/19</u> Date

Check the type of application submitted. Check only one box.

- ☒ **Regular formula grant project:** The application submitted is for a regular formula grant project.
- ☐ **Title I schoolwide program:** The application submitted will include project funds in a Title I schoolwide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for Indian students. The Parent Committee determined that including project funds within a Title I schoolwide program will not diminish the availability of culturally-related activities for Indian students. The Parent Committee has determined that the program will directly enhance the educational experience of Indian students.
- ☐ **Integration of Services under Section 6116:** The application submitted will consolidate Federal programs funded for the purpose of providing education related services to Indian students. The Federal funds identified within the budget to be consolidated are those that are allocated under a statutory or administrative formula for the purposes of providing education and related services that would be used for Indian students.

**Title VI Indian Education
INDIAN PARENT COMMITTEE APPROVAL FORM
for Formula Grants to Local Educational Agencies (LEAs)**

LEA Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT PR Award #: S060A17 0995

City/State/Zip MARYSVILLE, CA 95901

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Note: Only Indian parent committee members' signatures, titles and date are required and signatures of any others in attendance at the open meeting should not sign this form. Suggested Parent Committee titles could be parent, grandparent, family member, teacher (not paid by Title VI), high school student or tribal representative.

<u>Michelle L Cooper</u> Name	<u>Parent</u> Title	<u>Michelle Cooper</u> LEA: EAST NICOLAUS JOINT UNION	<u>5-8-19</u> Date
<u>Harmony LaFramboise</u> Name	<u>Parent</u> Title	<u>Harmony LaFramboise</u> LEA: CAMPTONVILLE	<u>5-8-19</u> Date
<u>Kathleen Shain</u> Name	<u>Grandparent</u> Title	<u>Kathleen Shain</u> LEA: LIVE OAK UNIFIED	<u>5-8-19</u> Date
<u>Brenda Wallace</u> Name	<u>Parent</u> Title	<u>Brenda Wallace</u> LEA: MARCUM-ILLINOIS	<u>5/8/19</u> Date
<u>Juliette Bartell</u> Name	<u>Parent</u> Title	<u>Juliette Bartell</u> LEA: MEREDIAN ELEMENTARY	<u>5-8-19</u> Date

Check the type of application submitted. Check only one box.

- ☒ **Regular formula grant project:** The application submitted is for a regular formula grant project.
- ☐ **Title I schoolwide program:** The application submitted will include project funds in a Title I schoolwide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for Indian students. The Parent Committee determined that including project funds within a Title I schoolwide program will not diminish the availability of culturally-related activities for Indian students. The Parent Committee has determined that the program will directly enhance the educational experience of Indian students.
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**Title VI Indian Education
INDIAN PARENT COMMITTEE APPROVAL FORM
for Formula Grants to Local Educational Agencies (LEAs)**

LEA Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT PR Award #: S060A17 0995

City/State/Zip MARYSVILLE, CA 95901

This certifies that the Parent Committee for the above entity has participated in the development of the application for Title VI funds and approves the proposed project.

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Note: Only Indian parent committee members' signatures, titles and date are required and signatures of any others in attendance at the open meeting should not sign this form. Suggested Parent Committee titles could be parent, grandparent, family member, teacher (not paid by Title VI), high school student or tribal representative.

<u>Elberta J Cull</u> Name	<u>Grandparent</u> Title	<u>Elberta Cull</u> LEA: SUTTER HIGH SCHOOL	<u>5/8/19</u> Date
<u>Sarah S</u> Name	<u>grandparent</u> Title	<u>Sarah Chisholm</u> LEA: YCUSD	<u>5-8-19</u> Date
<u>Elias Avelar</u> Name	<u>student rep</u> Title	<u>Elias Avelar</u> LEA: MJUSD	<u>5/8/19</u> Date
<u>Candy Hill</u> Name	<u>Grandparent</u> Title	<u>Candy Hill</u> LEA:	<u>5-8-19</u> Date
_____ Name	_____ Title	_____ LEA:	_____ Date

Check the type of application submitted. Check **only** one box.

- ☒ **Regular formula grant project:** The application submitted is for a **regular formula grant project**.
- ☐ **Title I schoolwide program:** The application submitted will include project funds in a **Title I schoolwide program**. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for Indian students. The Parent Committee determined that including project funds within a Title I schoolwide program will not diminish the availability of culturally-related activities for Indian students. The Parent Committee has determined that the program will directly enhance the educational experience of Indian students.
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INDIAN PARENT COMMITTEE APPROVAL FORM
for Formula Grants to Local Educational Agencies (LEAs)**

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City/State/Zip MARYSVILLE, CA 95901

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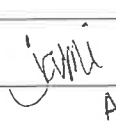

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<u>Elberta J. Cull</u> Name	<u>Grandparent</u> Title	<u>Elberta Cull</u> LEA: YCUSD	<u>5/8/19</u> Date
<u>Cherie Baker</u> Name	<u>Parent</u> Title	<u>Cherie Baker</u> LEA: CAMPTONVILLE	<u>5/8/19</u> Date
<u>Marcie Rose</u> Name	<u>Parent</u> Title	<u>Marcie Rose</u> LEA: MJUSD	<u>5/8/19</u> Date
<u>Bernice Stark</u> Name	<u>Grandparent</u> Title	<u>Bernice Stark</u> LEA: YCOE	<u>5-8-19</u> Date
<u>Vickie McMillen</u> Name	<u>Parent</u> Title	<u>Vickie McMillen</u> LEA: PLUMAS ELEMENTARY	<u>5/8/19</u> Date

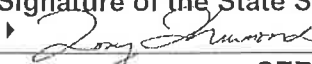
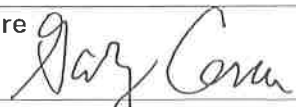
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Grant Award Notification

GRANTEE NAME AND ADDRESS Marysville Joint Unified 1919 B Street Marysville, CA 95901 <div style="text-align: center; font-size: 2em; opacity: 0.5;">ORIGINAL</div>				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				19	14332	72736	00
Attention Gayle Starkey, Superintendent <div style="text-align: center;">  <div style="border: 1px solid black; padding: 2px; display: inline-block;"> MJUSD Supt Office AUG 05 2019 Received by tm </div> </div>				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Marysville Joint Unified				Resource Code	Revenue Object Code		58
Telephone 530-741-6000				5630	8290		INDEX
Name of Grant Program Education For Homeless Children and Youth							0510
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$25,000		\$25,000		7/1/19	6/30/20	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A190005	Education for Homeless Children and Youth			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) and Budget Request to:</p> <p style="text-align: center;">Shoshannah Fuentes, Associate Governmental Program Analyst Regional Support and Awards Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Shoshannah Fuentes				Job Title Associate Governmental Program Analyst			
E-mail Address sfuentes@cde.ca.gov					Telephone 916-319-0384		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 30, 2019		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address gcena@mjUSD.com					Telephone 530-749-6102		
Signature  25					Date 08/07/19		

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Starkey, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				19	14894	72736	00
Attention Gay Starkey				STANDARDIZED ACCOUNT CODE			COUNTY
Program Office Office of the Superintendent				Resource Code	Revenue Object	58	
Telephone 530-741-6000				3550	8290	INDEX	
Name of Grant Program Strengthening Career and Technical Education for the 21 st Century Act							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$112,069		\$112,069		July 1, 2019	June 30, 2020	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.048	V048A190005	Strengthening Career and Technical Education for the 21 st Century Act			Department of Education		
<p>I am pleased to inform you that you have been funded for the Strengthening Career and Technical Education for the 21st Century Act.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Sarah Chambers, Associate Governmental Program Analyst Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Charlene Cowan				Job Title Education Programs Consultant			
E-mail Address CCowan@cde.ca.gov					Telephone 916-323-4747		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 22, 2019		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gary Cena				Title Superintendent			
E-mail Address gcena@mjUSD.com					Telephone 530-749-6102		
Signature 					Date 08/07/19		



SUPERVISED PAID FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University, Yuba City Campus.

SCHOOL PSYCHOLOGY

☐

EDUCATION ADMINISTRATION

☐

SCHOOL COUNSELING

☒

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Marysville Joint Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and in collaboration with the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the Fieldwork Site wishes to have the student withdrawn.
- C. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- D. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- E. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- D. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

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

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- E. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- F. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- G. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- H. This Agreement shall be construed in accordance with the laws of the State of California in effect

at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2019 and shall continue in full force and effect through 07/31/2022. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:


FIELDWORK SITE:

Signature:

Name:

Title:

Date:


RAMIRO G. CARREON
Asst. Supt
8/1/2019

UNIVERSITY:

Signature:

Name:

Title:

Date:

Phillip L. Doolittle

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Appendix A Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. **Specific Supervision Requirements School Psychology Fieldwork:**
 - A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
 - B. Provide experiences with a diverse student population.
 - C. Provide experiences with a variety of educational programs.
 - D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.

- e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the student is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Marysville Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES



1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will



notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.



INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

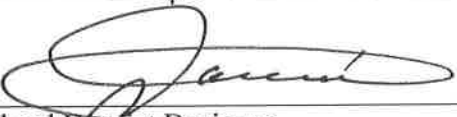


CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this 8/16 date of 2019.



School District Designee

Regional Director, California State University's CalStateTEACH



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Marysville Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2019 and ending July 31, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.

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6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

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STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from



any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

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CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

Signed this 8/16 date of 2019.

School District Designee

Regional Director, California State University's CalStateTEACH



Tehama County Department of Education

Richard DuVarney
Tehama County
Superintendent of
Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the **Tehama County Department of Education**, herein referred to as DEPARTMENT, and **Marysville Joint Unified School District** herein referred to as DISTRICT, for the provision of **performing Literacy and Engagement Professional Development for South Lindhurst High School** for the **2019-2020** school year.

The term of this agreement is 8/28/19-6/30/20.

A. The DEPARTMENT agrees to:

1. Allow the ESS Consultant for the DEPARTMENT to provide four two-hour sessions of Professional Development during the 2019-2020 school year.
2. Process and invoice the DISTRICT for \$1,200 for Professional Development, materials, and travel expenses after all sessions have been completed.

B. The DISTRICT agrees to:

1. Reimburse the DEPARTMENT \$1,000 for materials, preparation time, and Professional Development, and \$200 for travel on behalf of the DISTRICT, not to exceed \$1,200.
2. Provide a training room, audio/visual equipment, chart paper and pens, as requested by trainer.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Both parties as certified by the signatures below agree to the provisions of this Agreement:



RICHARD DUVARNEY, County Superintendent
Tehama County Department of Education

Date


8/5/19

GARY CENA, Superintendent
Marysville Joint Unified School District

Date

DAVID JONES, Principal, South Lindhurst High School

Date

Superintendent Approval
Signature: 
Date: 8-13-19

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Order Form

Subscriber: CEDAR LANE ELEMENTARY SCHOOL

Address: 841 CEDAR LN, OLIVEHURST, CA

Term 08/21/2019 to 08/20/2020

Quantity	Services	Price Per Site	Total
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,600.00
Total			\$2,600.00

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

CEDAR LANE ELEMENTARY SCHOOL

By: *[Signature]*

(Signature Required)

Title: Superintendent

Printed Name: Gary Cene

Date: 8/14/19

DISCOVERY EDUCATION, INC.

DocuSigned by:

By: *[Signature]*

(Signature Required)

Title: President, K12 Education

Printed Name: Scott Kinney (V2)

Date: August 13, 2019

Please return the attached Exhibit A with this signed Order Form.

Ref. No. Q-00160891

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Superintendent Approval
Signature: *[Signature]*
Date: 8-14-19



EXHIBIT A
LICENSED SCHOOLS

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS
CEDAR LANE ELEMENTARY SCHOOL	841 CEDAR LN, OLIVEHURST, CA, 95961-6698	K - 06	538

45

DS
SA



CONTRACT SERVICES AGREEMENT
Marysville High School – Learning By Design, LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 8/27/19 (hereinafter, the “Effective Date”), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”) and Maria Nielsen with Learning by Design, LLC (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of **2019-2020** commencing from **August 28, 2019 – June 11, 2020**

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.** (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FORTY THOUSAND DOLLARS AND NO CENTS (\$40,000.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

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

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Superintendent Approval
Signature: Maria Nielsen
Date: 8-18-19

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

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

II. PERFORMANCE OF AGREEMENT

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

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

negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

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

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and sub consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or

grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

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

CONTRACTOR:

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

Phone: 435-994-0887

Fax:

Email: marianielsenplc@gmail.com

DISTRICT:

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

Phone: 749-6114

Fax: 742-0573

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

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

the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.

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

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

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:

By: _____
Gary Cena
Superintendent

Contractor

By: Maria Nielsen

Name: Maria Nielsen

Title: Owner

Exhibit A

Scope of Work

During the instructional day, Maria Nielsen or any of her co-consultants, will provide eight full days of professional development for certificated staff at Marysville High School to support and build their Professional Learning Community. Certificated staff member will work to prioritize essential standards, create pacing guides for essential standards, design units of study, develop common assessments and build a collaborative model to increase student learning and engagement.

Tuesday, September 24, 2019

Wednesday, September 25, 2019

Friday, October 11, 2019

Friday, October 18, 2019

Wednesday, January 15, 2020

Thursday, January 16, 2020

Wednesday, January 22, 2020

Thursday, January 23, 2020

Dates are subject to change based on the needs of the site.