

Marysville Joint Unified School District
Linda Elementary School
Board Report
September 10, 2019

Linda Elementary School kicked off our 2019-20 school year by coming together as an entire staff and demonstrating appreciation for everyone's part in contributing to the lives of our students and their families. This included our grounds keeper, custodial staff, cafeteria staff, secretaries, teachers and all support staff. This gathering required all staff to mingle and answer the questions: **"What can we, at Linda School, be the best in the world at?" "What drives your engine?" "What are we deeply passionate about?"**

The teachers then joined to explore Mike Mattos' work, "Are we a group, or TEAM?" This included ranking their grade level teams according to the characteristics of a 1, 5, or 10. Following this reflective process, grade levels set their "norms" for their collaboration days. Twenty-three teachers have attended a PLC Institute. This year, the remaining eight will be encouraged to attend so they may have the context required to work as a high level functioning PLC.

Our ever-changing student enrollment is currently 652. We continue to serve a diverse population of students. 100% of our students qualify for "free lunch." Our EL population makes up 25.23% of our school population. Currently, we serve four homeless families.

The demographics we serve requires targeted early academic intervention. Kindergarten and first grade teachers work closely to identify students needing support and then in designing effective strategies. Our paras are skilled and are essential to our small group support in our kindergarten classrooms. Our kindergarten team continues to support our first grade students. This year, the kindergarten and first grade teachers revised their approach, and we are looking forward to seeing how this impacts student learning! Teachers will set Smart Goals for the year based on current entry level assessments, STAR Reading and Math360 baseline data, and CAASSP results. Our second through sixth grade intervention program is in place. We all understand this is work in progress and flexibility is necessary to change our approach so that ALL of our students grow and learn. Teachers are encouraged to take risks, just as our students, to grow and improve their practice, and therefore, student learning.

Linda School continues to implement PBIS to maintain a positive school culture. All staff were given a PBIS survey at the beginning of the year. This informs our goals for the year. Our focus this year will be parent involvement. ALL of our students are given a one-on-one survey ("Minute Meeting") by our school counselor to assess our students' perspective on our school culture. We are waiting for the final results. PBIS is a program that must have attention each year to sustain its implementation by all stakeholders. This year, a tier II team has been formed to further develop our behavioral interventions. Last year, we added a "Character Word" program schoolwide. We focus on a character trait, such as kindness, perseverance, and gratitude each month. "Roar Tickets" are given out to our students who demonstrate these character traits. A drawing is held each Friday, and students receive gift cards. At trimester rally, we honor students demonstrating positive citizenship with a "Lion Heart" t-shirt. Students wear their shirts proudly throughout the year.

In addition to PBIS, school safety is enhanced by the staff being trained and practicing emergency procedures. Administration attends the weekly gang task force meetings. Raptor is implemented.

Through our collective commitment at Linda Elementary School, we anticipate significant academic and social/emotional growth in our students this year and a positive energetic school environment where all stakeholders thrive!

Respectfully submitted,
Judy Hart, Principal

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**Marysville Joint Unified School District**

ATTN: Bryan Williams

1919 B Street,
Marysville, California
95901**Quote Number:**

Q007309

Valid Until:

09/30/2019

Contract Term (Months):

12

PRODUCT	PRODUCT DESCRIPTION	LIST PRICE PER UNIT	QUANTITY	SUB-TOTAL
Enterprise - Virtru Data Protection Platform	Access Control Manager, Key Management, DLP, Dashboard, HIPAA Rule pack, BAA, Data Protection Toolkit, Custom Message Template, Account Manager, Quarterly Support, Annual Business Reviews. P1 Response within 2 hours.	\$2,999.00	1	\$2,999.00
Enterprise - Endpoint Email & Drive Protection	Endpoint Email Protection for Gmail and Outlook. Virtru Email Protection app for iOS and Android. AND Endpoint Google Drive file protection for Google Chrome.	\$ 60.00	50	\$3,000.00
Annual Invoice Amount:				\$5,999.00
Total Contract Amount:				\$5,999.00

Contract Effective Date:

08/30/2019

Currency:

USD

Payment Term:

Net 30

SPECIAL TERMS & NOTES

Superintendent Approval
Signature: [Signature]
Date: 8-30-19

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Virtru Representative:
Christian Eng
christian@virtru.com

SCHEDULE A

TERMS AND CONDITIONS TO VIRTRU SUBSCRIPTION AGREEMENT

1. RIGHTS IN MATERIALS AND THE VIRTRU SERVICES

1.1. Grant of Rights. Subject to the terms and conditions of this Agreement (including Section 1.5), Virtru hereby grants to Customer a limited, non-exclusive, non-transferable (except as pursuant to Section 10.2), non-sublicensable right and license to (a) install the Materials on Customer's servers and use (and allow Customer Users to use) the Materials, and (b) access and use the Virtru Services in connection with the Materials, in each case during the Term and, if applicable, the Transition Term and solely for Customer's for internal business purposes. Except as set forth in this Section 1.1, no other right or license of any kind is granted by Virtru to Customer hereunder with respect to the Materials or the Virtru Services. Customer acknowledges and agrees that, unless otherwise agreed in writing between the parties, Customer shall be solely responsible for procuring and complying with any license or right to use any Third Party Services, including those offered by Customer's email services provider. Neither this Agreement nor the Privacy Policy shall apply with respect to data stored on, manipulated, or transmitted by means of your use of Third Party Services.

1.2. Restrictions. Customer shall not, without the prior written consent of Virtru: (a) copy all or any portion of the Materials or Virtru Services; (b) decompile, disassemble, scrape or otherwise reverse engineer the Materials, Virtru Services, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the

Virtru Services or any portion thereof; (c) modify, translate, or create any Derivatives based upon the Materials or the Virtru Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials, in whole or in part, to any third party or export the Materials outside the United States; (e) engage in any activity that materially interferes with or disrupts the Virtru Services; (f) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Materials; (g) perform, or release the results of, benchmark tests or other comparisons of the Materials or Virtru Services with other programs or services; (h) transfer the Materials to any computer other than a computer owned by Customer and used by Customer in Customer's operations; (i) permit the Materials or Virtru Services to be used for processing the data of any third party; (j) incorporate the Materials, Virtru Services or any portion thereof into any other program, product or service, or use the Materials or Virtru Services to provide similar services or functionality to third parties; (k) provide any third party with access to the Virtru Services, other than as expressly permitted herein; (l) use the Materials or Virtru Services for any unlawful or tortious purpose; (m) use the Materials or the Virtru Services to transmit Customer Content that is illegal or that infringes or misappropriates any third party's privacy or intellectual property rights; (n) use the Materials or the Virtru Services to transmit any viruses, worms, time bombs, Trojan horses or any other harmful or malicious code; (o) use the Materials or the Virtru Services for any purpose where an accurate verification of identity has critical or life-threatening consequences; or (p) use the Materials or the Virtru

Services for any purpose other than in accordance with the Privacy Policy.

1.3. Customer Users. Customer shall ensure that all Customer Users comply with the terms and conditions of this Agreement. Customer shall be responsible for compliance with this Agreement by each Customer User and it shall monitor and manage all Customer Users in connection with this Agreement.

1.4. Fees; Payment. Customer shall make payments to Virtru in accordance with the terms set forth on the Order Form. Unless otherwise set forth in the Order Form, Customer shall pre-pay subscription fees (as identified in the Order Form) for each twelve (12) month period after the Effective Date during the Term (each such twelve (12) month period, a "**Contract Year**") in full, in advance prior to the beginning of such Contract Year. Virtru will issue an invoice for all fees due for a Contract Year at least thirty (30) days prior to the beginning of the Contract Year, which invoice shall be paid by Customer within thirty (30) days of Customer's receipt of the invoice. Sales and use tax, VAT, or GST are Customer's sole responsibility, and Customer acknowledges and agrees that all fees are exclusive of all such taxes.

1.5. Seats. Customer is permitted to use the Materials and the Virtru Services only with respect to the number of seats set forth on the Order Form. Each seat may only be used by one Customer User.

1.6. Audit. At any time during the Term and for two (2) years thereafter, Customer shall permit Virtru or its third party designee during normal business hours to audit Customer's books and records relating to usage of the Materials and the Virtru Services, including compliance with the use and disclosure restrictions set forth in this Agreement. Such audits shall not occur more than once in any twelve (12) month period and shall be performed in a manner not to disrupt Customer's business and operations. Customer will, in a timely manner, reasonably cooperate with the audit. Customer may require Virtru or its third party designees performing the audit to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements.

1.7. Customer Acknowledgments. Customer acknowledges and agrees that Virtru has

the right to manage the Virtru Services to protect the rights and property of Virtru and its licensors and suppliers and to facilitate the proper functioning of the Virtru Services, including by disabling Customer User accounts.

2. SUPPORT; AVAILABILITY

2.1. Support. Virtru will provide support to Customer and Customer Users through Virtru's generally available online ticketing and support system. Except as expressly provided in Schedule B, Order Form, this Section 2 or as may otherwise be provided under a written support agreement entered into between Virtru and Customer, Virtru is under no obligation to support the Materials or Virtru Services in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") for the Materials or Virtru Services. In the event Virtru, in its sole discretion, supplies or makes available any Update to Customer, such Update shall be deemed to be part of the Materials or Virtru Services and shall be subject to the terms and conditions of this Agreement. During the Term, and, if applicable, the Transition Term, Virtru will provide Customer with copies of each Update made generally available by Virtru to its customers.

2.2. Availability. Virtru shall make the Virtru Services Available (as defined in Schedule B) in accordance with the terms of the Order Form and Schedule B. Customer's sole and exclusive remedy for Virtru's failure to make the Virtru Services Available in accordance with the terms of Schedule B is set forth in Schedule B.

3. PROPRIETARY RIGHTS

3.1. General. As between Virtru and Customer, Virtru retains all right, title and interest in and to the Materials and Virtru Services, including any copy or Derivatives thereof and any Update thereto.

3.2. Feedback. Customer and Customer Users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Services (including, without limitation, any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer agrees that Virtru shall own all right, title and interest to the Feedback. Virtru may use the Feedback at its discretion, without the

consent of Customer.

4. Customer Content.

4.1. Responsibility for Customer Content. Virtru does not monitor Customer Content or the content third parties create and/or distribute using the Virtru Services, nor does Virtru have the ability to decrypt Customer Content that has been encrypted. Virtru has no responsibility to retain any Customer Content. Following expiration or termination of this Agreement, Customer may no longer have access to Customer Content.

4.2. Ownership of Customer Content. As between Virtru and Customer, Customer retains all right, title and interest in and to the Customer Content.

4.3. License to Virtru Application Data. Customer hereby grants to Virtru a worldwide, non-exclusive, transferable, sublicensable, royalty-free, perpetual, irrevocable right and license to use, copy, distribute, and create Derivatives of the Virtru Application Data for the purpose of performing its obligations under this Agreement and the operation, improvement and maintenance of the Virtru Services.

5. PROPRIETARY INFORMATION

5.1. Proprietary Information. In the course of this Agreement, each party may obtain confidential or proprietary information of the other party ("**Proprietary Information**"). Proprietary Information includes (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's Proprietary Information also includes the Materials (including all Derivatives and Updates thereto). As between Customer and Virtru, Virtru's Proprietary Information belongs solely to Virtru, and Customer's Proprietary Information shall, as between Customer and Virtru, belong solely to Customer.

5.2. Use and Disclosure Restrictions.

Each party agrees: (a) to protect the other party's Proprietary Information from unauthorized dissemination and use; (b) to use the other party's Proprietary Information only for the performance of this Agreement and the exercise of its rights under this Agreement; (c) not to disclose any Proprietary Information to any of its employees, agents, contractors or any other individuals, except to its employees and contractors who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) to undertake whatever action is reasonably necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Proprietary Information provided to such party by the other party.

5.3. Exclusions. Except with respect to Personal Information, the foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Proprietary Information; or (d) is independently developed without the use of the Proprietary Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Proprietary Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

5.4. Equitable Relief. Each party agrees that, due to the unique nature of the other party's Proprietary Information, the unauthorized disclosure or use of the other party's Proprietary Information or any other breach of any provision of this Section 5 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 5 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

6. LIMITED WARRANTY

6.1. Warranty. Virtru represents and warrants that the Materials, as provided by Virtru, will be free from any material defects in design, material and workmanship and that the Virtru Service and Materials shall materially conform to and perform in accordance with the specifications therefor. Customer's sole and exclusive remedy for Virtru breach of the foregoing warranty is for Virtru to use commercially reasonable effort to promptly correct such failure.

6.2. Disclaimer. EXCEPT AS PROVIDED IN SECTION 6.1, THE MATERIALS AND Virtru SERVICES ARE PROVIDED "AS IS" AND VIRTRU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE MATERIALS AND Virtru SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. FOR THE AVOIDANCE OF DOUBT, VIRTRU MAKES NO WARRANTIES OR REPRESENTATIONS AND WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY THIRD PARTY SERVICES. CUSTOMER IS RESPONSIBLE FOR TAKING PRECAUTIONS TO PROTECT ITSELF AND CUSTOMER'S COMPUTER SYSTEMS IN CONNECTION WITH THE USE OF THIRD PARTY SERVICES.

7. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED THE FEES PAYABLE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM (OR FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID TO VIRTRU FOR THE FIRST TWELVE (12) MONTH PERIOD).

8. TERM AND TERMINATION

8.1. Term. This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the terms hereof, shall continue in full force and effect for the subscription length defined in the Order Form (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (together with the Initial Term, the "Term"), unless otherwise specified in the Order Form or if either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The automatic renewal of this Agreement will be for the number of seats set forth on the Order Form.

8.2. Termination. Either party may terminate this Agreement with written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of notice thereof by the non-breaching party. Virtru may terminate this Agreement immediately upon written notice if Customer materially breaches Sections 1.1 or 1.2 of this Agreement. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware

of any breach (other than by Virtru) of the terms and conditions of this Agreement.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, and, subject to the Customer's election for Virtru to provide transition services in accordance with Section 8.4, Customer will cease all use of the Materials and the Virtru Services and return to Virtru or destroy the Materials in its possession. The provisions of Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 3, 4, 5, 6.2, 7, 8.3, 8.4 (for the Transition Term), 8.5 (for the Transition Term), 10, and 11 shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

8.4. Transition Term. Subject to the provisions of this Section 8.4, upon Customer's written request at least fifteen (15) days prior to the effective date of the termination or expiration of this Agreement, Customer will continue to have the right to use the Materials and Virtru will continue to provide the Virtru Services during the Transition Term; provided that Customer shall pay fees therefor during such Transition Term at the same rate that Customer was obligated to pay for the Materials and the Virtru Services immediately prior to beginning the Transition Term. The terms of this Agreement will continue to apply during the Transition Term. Customer will remain responsible for all fees incurred during the Transition Term. At the end of the Transition Term, Virtru will have no further obligation to provide the Virtru Services and Customer will cease all use of the Materials and the Virtru Services.

8.5. Transition Assistance. During the Transition Term, Virtru shall use commercially reasonable efforts to assist Customer to migrate Customer Content to Customer or a successor third party provider. Virtru shall also work with Customer to decrypt one copy of all Customer Content (excluding Virtru Application Data). Upon Customer's

request, Virtru shall destroy all keys usable to access any Customer Content and certify such destruction to Customer in writing.

9. INDEMNITY

9.1. Virtru's Indemnity. Virtru shall defend, indemnify and hold Customer harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with claims, actions, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that Customer's use of the Materials or the Virtru Services as contemplated in this Agreement hereunder infringes the intellectual property rights of such third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Virtru; (b) gives Virtru sole control of the defense and settlement of the Claim (provided that Virtru may not settle any Claim unless such settlement unconditionally releases Customer of all liability in connection with such Claim); and (c) provides to Virtru, at Virtru's cost, all reasonable assistance. Notwithstanding the foregoing, Virtru shall not be required to indemnify Customer in the event of: (i) modification of the Materials by Customer; or (ii) use of the Materials or the Virtru Services in a manner inconsistent with this Agreement or any written documentation or instructions provided to Customer for the Materials or the Virtru Services.

9.2. Customer's Indemnity. Customer shall defend, indemnify and hold Virtru harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with any Claims made or brought against Virtru by a third party arising out of Customer's breach of its obligations under Section 1.2; provided, however, that Virtru: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless such settlement unconditionally releases Virtru of all liability in connection with such Claim); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

10. GENERAL PROVISIONS

10.1. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be

properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the Order Form and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2. Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by either party without the prior written consent of the other party; other than in connection with a merger, consolidation, corporate reorganization, or sale of all or substantially all such party's business. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

10.3. Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("UCITA") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

10.4. Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount

of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

10.5. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.6. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.7. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

10.8. Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the Materials are governed by the terms of this Agreement.

10.9. Reference. Customer agrees to serve as a "reference customer" that may be disclosed by Virtru to third parties (including by displaying Customer's name, logo and/or a link to

Customer's web site on Virtru's web site) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference.

10.10. Entire Agreement. This Agreement, any Schedules and any exhibits attached hereto and incorporated herein by reference, and the Privacy Policy constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

10.11. Counterparts and Electronic Signatures. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

11. DEFINITIONS

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

11.1. "Customer Content" means the information and content Customer and Customer Users create and/or distribute using the Virtru Services including, without limitation.

11.2. "Customer User" means any Customer-authorized employee, contractor or agent who is permitted to use the Virtru Services in accordance with the terms and conditions of this Agreement.

11.3. "Derivative" means (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any

improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret..

11.4. "Materials" means the Virtru software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including, without limitation, any software downloaded from Virtru's website or from the Virtru Services; any related materials and documentation therefor; and any modifications, error corrections, bug fixes, new releases, enhanced functionality (including platform integration features not generally available to non-commercial users of Virtru's software) or other updates thereto that may be provided hereunder by Virtru to Customer during the Term.

11.5. "Personal Information" means any information that relates to an identified or identifiable individual, including any information obtained from the other party that identifies or can be used to identify an individual, including, name, mailing address, telephone or fax number, email address, or identification number.

11.6. "Privacy Policy" means the terms and conditions of this Agreement or Virtru's then-current privacy policy (available at www.virtru.com/privacy-policy/).

11.7. "Third Party Services" means any services or materials used in connection with the Materials that are hosted by a party other than Virtru or Customer.

11.8. "Transition Term" means a period of twelve (12) months after the date of termination or expiration of the Agreement.

11.9. "Virtru Application Data" means the Customer's and Customer User's data related to the interaction (or consequence thereof) of Customer or Customer Users with the Materials and Virtru Services that is necessary to operate, improve and maintain the Virtru Services, including, without limitation, key access policies (including updates or revisions to those policies), authorized user email addresses, IP addresses, access requests, error reports, crash reports, platform information, sender email addresses, recipient email addresses, encryption keys, message expiration dates and times,

and display names for files and email subject lines.

11.10. "Virtru Services" shall mean the Virtru-hosted services made available by Virtru to Customer in connection with the Materials.

SCHEDULE B

Maintenance, Support Services and Availability Schedule

1. DEFINITIONS

For purposes of this Schedule, the following term shall have the following meaning:

- (a) **"At Risk Amount"** means two percent (2%) of the Monthly Fee.
- (b) **"Available"** means Customer Users are able to access and use the Virtru Services and substantially all functionality and content therein, and the Virtru Services are functioning substantially in accordance with this Agreement.
- (c) **"Downtime Exclusions"** mean, collectively, (i) Scheduled Maintenance, (ii) Emergency Maintenance, (iii) Customer Users' Internet connection or firewall/network issues, (iv) outages elsewhere on the Internet that hinder Customer Users' access to the Virtru Services, (iv) domain name or other third-party services issues outside the direct control of Virtru (including propagation delays), (v) acts or omissions of Customer (or acts or omissions of others engaged or authorized by Customer, including Customer Users), including negligence, willful misconduct or use of the Virtru Services in breach of this Agreement, (vi) unavailability, interruption or delay of telecommunication services of a third party, and (vii) Force Majeure Events.
- (d) **"Emergency Maintenance"** means Virtru's back-end (i) operating system patches, (ii) server software patches, and (iii) critical bug fixes, in each case in connection with the Virtru Services.
- (e) **"Force Majeure Event"** means fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties (except strikes/labor difficulties by the employees of the non-performing party) or other causes beyond a party's reasonable control.
- (f) **"Monthly Fees"** means, in any calendar month, the amounts of fees payable by Customer to Virtru under this Agreement.
- (g) **"Support Services"** means the delivery of front-end support to Customer Users by telephone, email or other methods, in each case relating to the use of the Materials and Virtru Services.
- (h) **"Unavailability"** means that the Virtru Services are not Available.

2. SUPPORT SERVICES

Virtru will provide the Support Services agreed upon with the Customer in the Order Form; provided that, Virtru will not be required to provide the Support Services to the extent that Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

3. UPDATES

Virtru will provide Customer with one copy of each Update made generally available by Virtru to its customers that pay for customer support and maintenance during the Term, as specified in the Order Form.

4. SUPPORT HOURS

Virtru will provide the following Support Hours, in addition to other schedules and commitments specified in the Order Form:

- Level 1
 - Definition: An emergency condition which makes the use or continued use of the software impossible or significantly impaired for the majority of users. The condition requires an immediate solution that is not already available to the customer.
 - Response Time: For this level of problem, Virtru will provide a two-hour response time, 24 hours a day, 7 days a week, except holidays.
- Level 2
 - Definition: A condition which makes the use or continued use of any one or more functions of the software difficult and which the customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.
 - Response Time: For this level of problem, Virtru will provide a four-hour response time, 24 hours a day, 7 days a week, except holidays.
- Level 3
 - Definition: Any limited problem condition that is not critical in that no loss of data occurs and which the customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.
 - Response Time: For this level of problem, Virtru will provide a one-day response time, during normal business hours (8:00 AM – 5:00 PM EST, Monday through Friday, except holidays).

5. Availability

5.1. Availability. Beginning with the calendar month immediately following the calendar month of the Effective Date, Virtru shall make the Virtru Services Available, as measured over the course of each one-calendar month period, an average of 99.9% of the time, excluding downtime due to Downtime Exclusions (the “**Availability Requirement**”).

5.2. Back-end Maintenance. Except for Emergency Maintenance, Virtru shall provide at least two (2) days’ advance notice to Customer prior to engaging in any back-end maintenance in connection with the Virtru Services that may reasonably be expected to result in Unavailability (“**Scheduled Maintenance**”). Virtru shall use commercially reasonable efforts to perform the Scheduled Maintenance between the hours of 10:00 PM and 6:00 AM, Eastern Time.

5.3. Availability Credits. In the event Virtru fails to meet the Availability Requirement for three (3) consecutive months, Customer’s sole and exclusive remedy shall be for Virtru to issue to Customer credits against fees payable by Customer to Virtru under this Agreement for any subsequent months (“**Availability Credits**”) equal to the At Risk Amount applicable to the calendar month in which the Availability Credits are calculated. Availability Credits (if any) will be calculated on a monthly basis. Virtru will apply any issued Availability Credits against amounts payable by Customer on the subsequent invoices issued by Virtru under this Agreement.

Admin Contact:

Marysville Joint Unified School District
Bryan Williams
bwilliams@mjustd.com
1919 B Street,
Marysville, California
95901

SIGNATURES

Customer:

By:

Name:

Title:

Date:

Feather River
Air Quality Management District

Request for Proposals:
Blue Sky Grant Program

Allocation of Air District
Motor Vehicle Registration Funds
(AB 2766 and AB 923)

Released on:
August 15, 2019

I. PURPOSE

The Feather River Air Quality Management District (District) requests proposals for the District's Blue Sky Program. The Blue Sky Program encompasses the annual AB 2766 and AB 923 funding for Yuba and Sutter counties. The District is requesting proposals for projects or programs that will reduce emissions from motor vehicles and assist in meeting the requirements of the California Clean Air Act.

The AB 2766 allocation seeks projects and programs that will:

- 1) Reduce air pollution emission from motor vehicles, or
- 2) Implement transportation control measures (TCMs), or
- 3) Establish public education programs that support and do not duplicate any of the District's efforts.

The District has approximately \$250,000 available from the AB 2766 fund.

The AB 923 allocation may fund the following project types:

- 1) Replacement of a diesel fueled school bus with a new school bus, or
- 2) The replacement of natural gas fuel tanks for school buses, or
- 3) CNG refueling infrastructure maintenance for school buses, or
- 4) Diesel school bus retrofits, or
- 5) Other programs as identified in the statute such as accelerated vehicle retirement or repair programs.

The District has approximately \$350,000 from the AB 923 fund.

Entities with proposals that are selected for either full or partial funding must enter into contracts with the District setting forth performance criteria. Public and private entities are eligible to apply either individually or in combination for this funding. All proposals will be evaluated to ensure they result in a public benefit.

Credits for emission reductions from a project or program funded by AB 2766 and AB 923 funds are not transferable and may not be used as emission offsets. They may be used to meet the emission reductions mandated for the District by the California Clean Air Act and the Federal Clean Air Act Amendments.

Selected projects may receive funding from other programs at the District's discretion in order to make the best possible use of the funding available.

II. BACKGROUND

Sections 44220 through 44247 of the Health and Safety Code (AB 2766) authorize air pollution control districts to impose a fee to provide funds for air districts to meet responsibilities mandated under the California Clean Air Act. The District Board has set the fee at \$4 per registered motor vehicle.

The California Health and Safety Code states that the fees collected shall be used to support District operated planning, monitoring and enforcement and technical studies necessary to implement the California Clean Air Act. Three additional uses allowed are: 1) to support programs that reduce air pollution from motor vehicles; 2) to support implementation of transportation control measures by a council of governments, regional agency, or local agency; and 3) to meet the requirements of

Government Code section 65089 (Congestion Management Programs). The District Board determines what amount of AB 2766 fees are to be budgeted to fulfill the District's requirements for implementing the California Clean Air Act, and what amount will be allocated to fund motor vehicle emission reduction projects that will further the District's goals and are proposed and administered by other entities. The budget allocation may vary from year to year based on available funding, legislative mandates and District priorities. See Chapter VI (Allocation Policies) for specific policies adopted by the District Board.

Section 44225 of the Health and Safety Code (AB 923), amended in 2004, authorized air pollution control districts to increase this motor vehicle registration fee to \$6 per registered vehicle. The District Board of Directors approved Resolution 2005-13 in December 2005, which allowed the District to collect the additional \$2 motor vehicle registration fee. The fee increase provides funding for specific types of clean air projects, including the new purchase of school buses pursuant to the Lower Emission School Bus Guidelines (LESBP) developed by the California Air Resources Board (CARB). Effective January 1, 2012, AB 462 and AB 470 authorized the AB 923 fee to be used to fund three new project categories: natural gas fuel tank replacements, refueling infrastructure maintenance, and school bus retrofit projects. AB 462 and AB 470 require the new funding sources to be implemented pursuant to the LESBP. CARB's mail-out MSC 11-37 contains the LESBP Guideline Revisions for the expanded funding opportunities for AB 923. The Carl Moyer Program 2017 Guidelines include the funding of school bus replacements as a project category. School bus replacement projects funded using the Carl Moyer 2017 Guidelines must be in compliance with all local, state, and federal rules and regulations but there is no age requirement for the school bus to apply.

A committee has been established to recommend to the District Board the allocation of the fees. The committee ranks proposed projects and programs based on the evaluation criteria in Section V. The District Board may reject or approve the recommendations from the committee or refer the recommendations back to the committee for reconsideration with the District Board's comments.

III. PROJECT TERM

The term for AB 2766 projects shall be from January 1, 2020, to December 31, 2020. Multiple-year or phased projects may apply each year for the next year's funding. Exceptions to this policy may be made at the discretion of the Committee with the approval of the District Board.

The term for AB 923 projects will be in accordance with the LESBP Guidelines or the Carl Moyer 2017 Guidelines.

IV. ELIGIBLE PROJECTS

Projects or programs eligible for AB 2766 funding include those that would result in reductions of emissions from motor vehicles, reductions in vehicle miles traveled or reductions in vehicle trips, or a public education/awareness program that supports any of the above programs. Projects may implement transportation control measures (TCMs).

Below are some examples of projects and programs that could be funded by AB 2766 funds. They are not listed by priority and additional innovative projects are encouraged.

- Traffic Flow Improvements (Not all traffic flow improvements are considered TCMs)
- Public Transit
- Rideshare, Carpool, and Vanpool Programs

- Bicycling and Pedestrian Programs
- Trip Reduction Programs
- Publicly accessible EVSE or Alternative Fuels Projects (i.e. CNG/LNG/LPG)
- Alternative Fuel Infrastructure
- Public Education – Awareness Projects
- Auto Buy Back Programs (under state guidelines)

Projects that may apply for AB 923 funding include new purchase of school buses, school bus retrofit projects, school bus natural gas fuel tank replacements, school bus refueling infrastructure maintenance, and other project types as defined in the statute. Projects must be eligible under either the Lower Emission School Bus Guidelines¹ or the Carl Moyer 2017 Guidelines².

V. EVALUATION CRITERIA

AB 2766 projects will be evaluated using the following criteria:

1. Project Benefit
2. The project benefit will be evaluated based on:
 - a. The cost effectiveness of quantifiable mobile source emission reductions for each non-attainment pollutant or its precursor, or
 - b. If quantifiable emission reductions are not easily derived, the extent to which the project advances or supports transportation control measures, reduces motor vehicle trips or vehicle miles traveled, or other transportation related goals of the District's Clean Air Plans.
3. Development and Implementation of Clean Air Plans – Applies to projects that apply emission reduction measures and strategies included in the District Air Quality Attainment Plans. The District Air Quality Attainment Plans are available on our website www.fraqmd.org or at the District office.
4. Leveraging Funds – Applies to projects that have co-funding from other sources, particularly if leveraging funds will result in increased cost-effectiveness. Projects with co-funding should include documentation of co-funding.
5. Demonstration and Introduction of New Technology – Applies to projects that develop, demonstrate, and introduce new technologies.
6. Broad Application – Applies to projects with concepts that are easily copied or applied to other areas, government agencies, or private businesses.
7. Public Benefit – Projects should be available to the public or provide an air quality benefit to the public.

¹ <https://www.arb.ca.gov/msprog/schoolbus/schoolbus.htm>

² <https://www.arb.ca.gov/msprog/moyer/moyer.htm>

8. Other Desirable Factors:

- a. Rapid results
- b. Regional distribution
- c. Creative/innovative
- d. Database development
- e. Low administrative costs
- f. Increased public awareness
- g. Coordination with projects funded by other air quality improvement funds
- h. Co-benefits such as reducing toxic air contaminants or greenhouse gases.

Projects that are not funded and those projects that are only partially funded may be placed on a list for future funding. The District Board may direct that funds allocated for projects for which no contract was completed within the allotted time be allocated to the next project(s) on the established list.

AB 923 projects will be evaluated based on age of the existing school bus to be replaced, geographic distribution of funding, previous grant awards, cost-effectiveness, and/or other factors as determined by the District Board.

VI. ALLOCATION POLICIES ESTABLISHED BY THE FRAQMD BOARD OF DIRECTORS

The District Board has adopted the following policies regarding allocation of funds from Vehicle Registration Fees:

1. The District Board shall emphasize allocation of funds proportionate to the population distribution between the Yuba and Sutter counties and cities. However, the Board may, depending on the value of a project, allocate the funds as determined to be most beneficial.
2. The amount of funding available for public education programs shall be limited to five percent (5%) of the total available funds, as approved in the District budget. Public education programs are those that educate the public as to air quality relevant issues, such as bicycling education.
3. Ten percent (10%) of the total available funds shall be set aside as "reserve" funding.

VII. TENTATIVE SCHEDULE

RELEASE OF REQUEST FOR PROPOSALS	August 15, 2019
PROPOSALS DUE	October 14, 2019
DISTRICT REVIEW AND EVALUATION	October 2019
POLICY/FINANCE COMMITTEE MEETING	November 2019
RECOMMENDATIONS TO DISTRICT BOARD	December 2, 2019
CONTRACTS SIGNED FOR PROJECTS APPROVED BY BOARD	January 2020

VIII. CONTENTS OF PROPOSALS

Applicants shall use either the AB 2766 Application or the AB 923 Application to submit Blue Sky Proposals. Additional documentation may be required depending on the project type. The District may request additional information to review and evaluate proposals.

Please contact the District if the Applications do not provide an adequate format to present your proposal.

IX. SUBMISSION OF PROPOSALS

All proposals must be submitted according to specifications set forth in Section VIII – Contents of Proposal and this section. **Failure to adhere to these specifications shall be cause for rejection of proposal.**

Signature – All proposals shall be signed by an authorized representative.

Copies – The project proponent shall submit **2 complete copies** of the AB 2766 Proposal Application Form or one copy of the AB 923 proposal.

Due Date - All proposals are due no later than **5:00 p.m., Monday October 14, 2019**, and shall be delivered to:

Feather River AQMD
541 Washington Avenue
Yuba City, CA 95991

Late proposals *will not* be accepted.

Grounds for Rejection – A proposal shall be rejected if:

1. It is received at any time after the date and time set for receipt of proposals, or
2. It is signed by an individual not authorized to represent the project proponent.

Applicants should contact the District at (530) 634-7659 ext 210 if they have any questions regarding this program.

Disposition of Proposals – The District may reject any or all proposals. All proposals become property of the District.

Modification or Withdrawal – Once submitted proposals may not be altered without the prior written consent of the District. All proposals shall constitute firm offers and shall not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

X. AUDIT PROCEDURES

Any entity which receives AB 2766 funding shall be subject to an audit of each program or project funded. The audit shall be conducted by District staff or by an independent auditor selected by the District. Any entity which receives AB 923 funding shall be subject to an audit by the District or by an independent auditor selected by the District, as well as CARB, as outlined in the LESBP Guidelines and the Carl Moyer 2017 Guidelines.

Upon the completion of an audit, the District shall make the audit available to the public and to the proponent upon request. The District shall review the audit to determine if the monies were used for the reduction of air pollution from motor vehicles pursuant to the California Clean Air Act of 1988 and the District's Air Quality Attainment Plans.

XI. CONTRACT PREPARATION

Proponents whose projects are selected for funding must enter into a written contract with the District as a condition of receiving funds. Contract preparation shall begin immediately upon approval of projects by the District Board and shall be reviewed and approved for legal form by the District Counsel.

The contract may include, at the District's discretion, provisions requiring the proponent to carry insurance in amounts and coverage deemed adequate by the District and to indemnify the District and its officers, employees, and agents against all liabilities arising from the proponent's acts or omissions. It also may require adequate record keeping and include requirements for monitoring and reporting by the proponent. The District reserves the right to conduct a fiscal audit to ensure appropriate expenditure of Blue Sky funds.

After the District Board approves a project for funding, the District shall present the project proponent with a contract and the proponent shall sign and return the contract to the District within 30 days. Failure to do so may release the funding for other projects, at the Board's discretion.



Serving Sutter and Yuba Counties

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

BLUE SKY PROGRAM PROPOSAL APPLICATION FORM AB 923
Fiscal Year 2019-2020

PROJECT TITLE Replacement of a higher emissions school bus with a new low emissions school bus

Agency/Company Name: Marysville Joint Unified School District

Mailing Address: 1919 B St, Marysville CA 95901

Contact Person Name: Greg Taylor Title: Director of Transportation

Phone Number: 530-749-6199 Fax Number: 530-741-4112

Physical Address (if different from above):

E-Mail Address: gtaylor@mjUSD.com

FUNDING REQUESTED

Total Project Cost: \$ 144,999.47 Grant Amount Requested: \$ 105,000.00

Source and Amount of Other Funding: MJUSD Matching Funds

SCHOOL BUS PROJECT TYPE

- ☒ Bus Replacement ☐ Bus Retrofit ☐ Bus CNG Fueling Infrastructure
☐ Bus CNG Tank Replacement ☐ Other

Authorized Representative who will sign the Grant Agreement:

Name: Gary Cena	Title: Superintendent
Signature of Representative:	Date:

Applicant Funding Disclosure:

Has the engine or bus in this application been awarded funding or is being considered for funding from another public agency? If yes, please provide agency name, amount of funding, and status of application for funding:

No

Application Statement:

All information provided in this application will be used by the air district and/or the California Air Resources Board (CARB) to evaluate the eligibility of your proposed project to receive grant funding. The air district/CARB reserve the right to request additional information and can deny the application if such requested information is not provided. An incomplete application is an application that is missing information critical to the evaluation of the project. If the applicant does not respond within 30 days, the application will be automatically terminated.

- I certify to the best of my knowledge that the information contained in this application is true and accurate.
- I certify that the existing vehicles/equipment/engines referred to in this application are operational.
- I understand that all technologies must either be verified or certified by CARB to reduce Oxides of Nitrogen and/or other criteria pollutants.
- I understand that there will be conditions upon receiving grant funding and agree to refund these funds if it is found that at any time the conditions/contract are not met, and if so directed by the District.
- I understand as a participant that programs have limited funds and shall terminate upon depletion of those funds. The air district shall be under no obligation to honor requests received following depletion of program funding. I acknowledge that in accepting any incentive funding, I will be prohibited from applying for any other form of emission reduction credits.
- In the event that the vehicle does not complete the minimum term of any agreement eventually reached from this application I agree to return to the FRAQMD a pro-rated portion of incentive received based on usage up to and including the full amount of the original incentive provided as directed by the FRAQMD. I understand that the FRAQMD may relieve this obligation to return the funds depending on the circumstances.
- I understand I must be in compliance with all applicable federal, state, and local air quality rules and regulations including the 2017 Carl Moyer Program Guidelines.

Authorized Signature

Date

Gary Cena

Superintendent

Authorized Representative's Name

Title

IF APPLYING FOR SCHOOL BUS REPLACEMENT PROVIDE:

Existing Bus Identification Number: 41	
Existing Bus VIN: 1T75U4B24W1161747	
Average Annual Miles Traveled (miles): 16,869	
Does the vehicle operate in an <u>AB 1550</u> area? If yes, please indicate address or lat/long coordinates: <i>Yes 1919 B St, Marysville CA 95901</i> https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm	
Existing Bus Manufacturer: Thomas	
Existing Bus Model: Safe-T-Liner	
Existing Bus Model Year: 1998	Existing Bus License Plate: E1006386
Existing Bus Odometer: 419,532	Existing Bus GVWR: 37,600
Existing Bus Type (C/D/Special Needs): D	
Existing Engine Manufacturer: Cummins	Existing Engine Model: 6C8.3
Existing Engine Serial Number: 45599549	Existing Engine Horsepower: 300
Existing Engine CARB Executive Order Number:	
Existing Engine Model Year: 1997	Existing Engine Fuel: Diesel
New Bus Manufacturer: Thomas	
New Bus VIN, ID Number, or License Plate (if known):	
New Bus Model: C2 Safe-T-Liner	New Bus Fuel Type: Diesel
New Bus Model Year: 2020	New Bus GVWR: 33,000
New Bus Type: C	Estimated Date of Delivery: 180-210 Days
New Engine Manufacturer: Cummins	New Engine Model: B2 106
New Engine Model Year: 2019	New Engine Horsepower: 260
New Engine CARB Executive Order Number or Family Name: KCEXH0408BAT	

IF APPLYING FOR FUELING STATION PROJECTS PROVIDE:

Fueling station address/city/ZIP:	
Estimated date of operation:	Total Cost:
Number of buses it will serve:	

IF APPLYING FOR RETROFIT PROJECTS PROVIDE:

Bus Identification Number:	Bus VIN:
Bus Make:	Bus Model
Bus Model Year:	GVWR
Bus Type:	License Plate Number:
Fuel Type:	Engine Make:
Engine Model:	Engine Year:
Does the vehicle operate in an <u>AB 1550</u> area? If yes, please indicate address or lat/long coordinates: https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm	
Retrofit Manufacturer:	Installer:

FOR ALL PROJECTS PROVIDE VENDOR INFORMATION:

Vendor Name: Bus West	
Address: 210 N East St, Woodland CA 95776	
Contact name: Brian Hedman	
Phone: () 530-406-1518	Fax: () 530-406-1249

FOR BUS REPLACEMENT OR RETROFIT PROJECTS ATTACH THE FOLLOWING TO THIS APPLICATION:

- ☐ Copy of existing school bus registration showing registration in CA for previous 24 months
- ☐ Proof of insurance for previous 24 months
- ☐ Copy of CHP 292 for previous 24 months
- ☐ Existing engine Executive Order
- ☐ New school bus/retrofit quote from vender listed above
- ☐ New school bus/retrofit warranty information
- ☐ New engine/retrofit Executive Order
- ☐ Other: _____

FOR FUELING STATION PROJECTS ATTACH QUOTE

Pawar Transportation LLC
Transportation, Management and Consulting

SERVICES AGREEMENT

1. **Parties** - Pawar Transportation LLC, herein known as "contractor" shall furnish, operate and maintain vehicles for the transportation of special education students specified by, Marysville Joint Unified School District herein known as "district". ~~The contractor and district shall hereinafter be referred to as the~~ PARTIES. The contractor agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in district Governing Board relating to the transportation of pupils.

2. **Purpose** - Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

3. **a. Scope of Work** - The services to be provided by the contractor shall consist of furnishing the required number of vehicles, equipment, drivers, and supplies for transportation of special education students for district. In particular, the transportation service of Student (s) within the District county with an option to transport to any campus required by district, per request during the school calendar year. Special Education department will furnish the specific details for each student transported and each route is considered a separate and individual contract bound by the parameters of this services agreement. The details of this agreement are strictly confidential and at no time, may the rates, routing, specified information, training, or methods used by the Pawar Transport Company be disclosed to a competing vendor or third party without consent of Pawar Transport Company.

b. Rate - The rate quoted to the Special Education department is a total fixed per day rate for the entire route and is not reducible for absenteeism, one-way transport, sickness, no show, or exclusion of any students on the routes. Rate is based on mileage calculated through contractor's internal rate monitor. Routes may be combined for transport efficiency and vehicle availability, based on the same rate. Rate does not include additional charges including but not limited to, extra seating, TA's/Aides, personality clashes, parental requests/disputes, specific pick up times, and wheelchair or equipment transport. Please refer to Exhibit A for Rates.

4. **Contract Term** - The term of this contract shall be from, 09/12/19 through 01/31/2020

5. **Renewal** - Contract may be renewed by mutual agreement between the district and the contractor, at the end of the current term not to exceed a total of five (5) years for the entire contract. Failure by the district to provide sixty (60) days written notice prior to the expiration date shall cause the current term to be renewed for an additional one (1) year, not to exceed a total of five years.

6. **Termination** - ~~If the contractor refuses or fails to perform services as required by the district~~ specifically with regard to the Scope of Work set forth the district may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the contractor fails to cure the deficiencies within thirty (30) days after service of such notice the contract shall terminate ten (10) days thereafter. District shall be responsible for payment through the termination date of the contract. If district fails to perform services under this contract, including, but not limited to payment, the contractor may terminate the agreement by serving a written notice to terminate. The contract shall terminate sixty (60) days thereafter. Contractor shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below. If either party wishes to terminate service or routes for any other reason then cancelling party will need to serve a 30-day written notice and service or route will be terminated 30 business days from the written notice.

Superintendent Approval
Signature: [Signature]

Date: 8-30-19

Northern California
3673 Vista Charonales
Walnut Creek, CA 94598
Tel: 925 938 6565

Southern California
137 N Larchmont Blvd, #640
Los Angeles, CA 90004
Tel: 323 463 2204

25

Pawar Transportation LLC
Transportation, Management and Consulting

7. **Billing and Payments** - On or about the first business day of each month the contractor shall submit invoices for all services rendered under this contract. District shall remit payment to the contractor within twenty (20) days after invoices have been submitted to the district. District is obligated to pay for services rendered and if for any reason there is an internal issue within the district, payment must be submitted otherwise a breach of this agreement will incur and contractor will have the right to suspend service immediately until the payment has been received.
8. **Routing** - The special education department is responsible for assigning all students to the contractor to provide Special Education Transportation to allocated campus assigned to contractor. The contractor will be responsible for developing, maintaining and scheduling the route to be approved by special education department. Services for such will commence no later than five (6) days from the date of request made by the district. At no time will contractor transfer, or schedule a transfer of any student without approval from the district.
9. **Standby Vehicles, Drivers, and Wait Time** - The contractor shall keep standby vehicles and qualified drivers available to assure that uninterrupted service can be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all district safety standards. District acknowledges that drivers will have a window of 10 minutes to be delayed due to traffic, road works, road closures, emergency services activity or any unforeseen delay and after 10 minutes, contractor and district will consider the driver to be late.
10. **Insurance** - As a condition precedent to this Agreement, PAWAR TRANSPORTATION shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:
- a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by PAWAR TRANSPORTATION under this Agreement are on DISTRICT property or on a third party's premises. (1) General Liability policy will include Sexual Molestation coverage. (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insured.
 - b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
 - c. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The Workers Compensation includes the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

11. **Cancellation** - District shall have the option to cancel any scheduled route upon notification to the contractor of at least one (1) hours prior to the scheduled pupil pick up time. Cancellation of routes by either the district, pupils, or parents of less than one (1) hours shall result in full payment for the entire trip by the district to the contractor and will be billed as "Services Rendered." In the event that transported students do not arrive to the vehicle on time (after a 15 min wait by the driver), the driver will leave the address and return back to the student pick up/drop off address if it is reasonable to do so. There will be a charge to district if the driver is to return for the excess mileage.

Pawar Transportation LLC
Transportation, Management and Consulting

12. Indemnification, Hold Harmless Agreement - PAWAR TRANSPORTATION agrees to defend, indemnify, save, and hold harmless DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

DISTRICT agrees to defend, indemnify, save, and hold harmless PAWAR TRANSPORTATION from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

13. Independent Contractor Status - This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

14. Force Majeure - contractor shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of nature, fire, flood, war, riot, civil disturbance, terrorism, epidemic, or any other occurrence, which is beyond the control of contractor when satisfactory evidence is presented to the district.

15. Non Exclusive - Non-Exclusive Contract- Pawar Transportation and district agree that during the term of this Agreement and any extension thereof, district may use Pawar Transportation as its transportation coordinator on the terms set forth herein, or district may choose any other transportation coordinator that it wishes to use, but will not use the other transport coordinator for the current routes and students agreed upon within this contract. The information provided to district by contractor is deemed strictly confidential and may not be disclosed to another vendor or transport coordinator including but not limited to: rates, routes, training, transport materials.

16. Permit - Permits, Licenses, Laws, and Regulations- Contractor shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.

17. Personnel - Contractor Personnel- All personnel assigned to perform under this agreement shall be subject to continuous monitoring by schools and by contractor. All drivers shall be licensed and properly certified as required by appropriate California Law. All drivers must submit to a Live Scan Department of Justice background test. All drivers shall be neat in appearance and professional, including but not limited to dress code, personal hygiene, good health, manners, and demeanor. Schools may object to the use of the assigned driver in performing services under this agreement, in such event, district will notify Contractor in writing specifying reasons for such objection in detail.

Pawar Transportation LLC
Transportation, Management and Consulting

18. Signatures

Representative of District



Representative of Pawar Transportation

Dated: 8/31/2019



CHANGE ORDER NO. 1

June 5, 2019

American River Construction
5465 Merchant Circle, Suite #1
Placerville, CA 95667

Attention: Richard Walker

Subject: Marysville High School – Ag Mechanics Modernization
Marysville Joint Unified School District
Architect's Project No.: 18-1352

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Trench Drain Grates

Requested by: District
Reason: 72 linear feet of trench drain identified to be demolished was kept in place. Replaced existing grates with new ADA accessible grating.

Attachments: COR #1
Change in Contract Amount DEDUCT \$ (439.20)
No Change in Contract Performance Period

ITEM NO. 2: Insulation at Classroom Walls

Requested by: Contractor
Reason: Replaced 36' linear feet of paper faced insulation with non-faced insulation. Paper faced insulation not allowed at interior fire rated wall.

Attachments: COR #2r1
Change in Contract Amount ADD \$ 1,797.73
No Change in Contract Performance Period

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June 18, 2019
Change Order No. 1
Marysville High School – Ag Mechanics Modernization
Page 2

ITEM NO. 3: Gas Line Piping Replacement

Requested by: Architect
Reason: Replaced 60' of 1.5" gas pipe with 2" gas pipe to meet the demand for HVAC units.

Attachments: COR #3
Change in Contract Amount ADD \$ 4,905.90
No Change in Contract Performance Period

ITEM NO. 4: Drywall Backing at Steel Beams

Requested by: Architect
Reason: Added 35 linear feet of Z-metal backing at fire rated wall for gyp board attachment at wide flange beam.

Attachments: COR #4
Change in Contract Amount ADD \$ 2,544.50
No Change in Contract Performance Period

ITEM NO. 5: Shaft Wall System

Requested by: District
Reason: Replaced 28 linear feet of fire rated wall with an alternative shaft-wall system to maintain class schedule in adjacent classroom.

Attachments: COR #5
Change in Contract Amount ADD \$ 2,690.77
No Change in Contract Performance Period

ITEM NO. 6: Accessibility Upgrades

Requested by: District
Reason: Replaced existing 35' of existing non-ADA compliant concrete sidewalk.

Attachments: COR #6
Change in Contract Amount ADD \$ 4,665.95
No Change in Contract Performance Period

ITEM NO. 7: Accessibility Upgrades

Requested by: District
Reason: Existing exterior 2'-11-5/8" doors replaced with full 3'-0" accessible doors at locations #101 and #102.

Attachments: COR #7
Change in Contract Amount ADD \$ 2,931.71
No Change in Contract Performance Period

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June 18, 2019
Change Order No. 1
Marysville High School – Ag Mechanics Modernization
Page 3

ITEM NO. 8: Remove Hydraulic Oil

Requested by: District
Reason: Contractor removed 45 gallons of hydraulic fluid at abandoned auto lift and District disposed of used fluid.

Attachments: COR #8
Change in Contract Amount ADD \$ 1,250.56
No Change in Contract Performance Period

ITEM NO. 9: Roofing Dry Rot Repair

Requested by: Contractor
Reason: Replaced 15 square feet of damaged roof decking.

Attachments: COR #11
Change in Contract Amount ADD \$ 1,426.90
No Change in Contract Performance Period

ITEM NO. 10: Seismic Bracing at Heaters

Requested by: Contractor
Reason: Installed bracing at two heaters.

Attachments: COR #12
Change in Contract Amount ADD \$ 3,707.90
No Change in Contract Performance Period

ITEM NO. 11: Additional Painting

Requested by: Architect
Reason: Added wall paint at Tool Storage Room #6 and storage rooms adjacent to shop

Attachments: COR #13
Change in Contract Amount ADD \$ 1,105.34
No Change in Contract Performance Period

ITEM NO. 12: Accessibility Upgrades

Requested by: District
Reason: Plaster, plywood and concrete repair around doors in addition to replacement of door in item No. 7.

Attachments: COR #15
Change in Contract Amount ADD \$ 2,680.31
No Change in Contract Performance Period

June 18, 2019

Change Order No. 1

Marysville High School – Ag Mechanics Modernization

Page 4

ITEM NO. 13: FRP to HM Doors

Requested by: District

Reason: Replaced (5) FRP doors with hollow metal doors.

Attachments: COR #16

Change in Contract Amount DEDUCT \$ (3,572.80)

No Change in Contract Performance Period

ITEM NO. 14: Condensate Drains

Requested by: Contractor

Reason: Add 80' of Condensate drain 1" & ¾" piping at one rooftop HVAC unit and two heaters.

Attachments: COR #17

Change in Contract Amount ADD \$ 2,411.64

No Change in Contract Performance Period

ITEM NO. 15: Compressor Housekeeping Pad

Requested by: District

Reason: Added 4'-6" x 6' concrete pad over existing concrete flooring per District request.

Attachments: COR #18, CCD #6

Change in Contract Amount ADD \$ 2,340.48

No Change in Contract Performance Period

ITEM NO. 16: Egress Pathway

Requested by: Architect

Reason: Added 40' of concrete sidewalk per DSA field report note.

Attachments: COR #19, CCD #5

Change in Contract Amount ADD \$ 11,670.42

No Change in Contract Performance Period

ITEM NO. 17: Fire Rated Wall Termination

Requested by: Architect

Reason: Added 16' of angle metal trim and backer rod for fire rated wall termination at window.

Attachments: COR #20, CCD #4

Change in Contract Amount ADD \$ 514.54

No Change in Contract Performance Period

June 18, 2019
Change Order No. 1
Marysville High School – Ag Mechanics Modernization
Page 5

ITEM NO. 18: Compressor Power

Requested by: District
Reason: 20' of electrical conduit and 2 transformers to supply Owner specified compressor voltage which did not match building voltage.

Attachments: COR #22, CCD #7
Change in Contract Amount ADD \$ 6,026.87
No Change in Contract Performance Period

ITEM NO. 19: Feed Existing Electrical Panel B

Requested by: District
Reason: Replace approximately 20' of feeder wire demolished along with existing Panel B, drawings show to re-use existing wire. Pathway was not reusable in existing condition, also replaced

Attachments: COR #23
Change in Contract Amount ADD \$ 4,441.44
No Change in Contract Performance Period

ITEM NO. 20: Air Dryer Power

Requested by: District
Reason: Existing 115v power supply in compressor room not operational. Cost to extend new circuit to compressor room to power air dryer equipment

Attachments: COR #24
Change in Contract Amount ADD \$ 3,506.93
No Change in Contract Performance Period

ITEM NO. 21: ADA Upgrades

Requested by: District
Reason: Replaced approximately 68' of existing no ADA compliant sidewalk with new.

Attachments: COR #25r1
Change in Contract Amount ADD \$ 8,729.50
No Change in Contract Performance Period

ITEM NO. 22: PG&E Schedule

Requested by: District
Reason: Revised contract schedule to allow PG&E to complete meter removal work.

Attachments: none
No Change in Contract Amount
Change in Contract Performance Period ADD days 40


June 18, 2019
 Change Order No. 1
 Marysville High School – Ag Mechanics Modernization
 Page 6

Original Contract Amount.....	\$	1,544,000.00
Amount Changed by Previous Change Order(s).....	\$	0.00
Contract Amount Prior to this Change Order.....	\$	1,544,000.00
Amount Changed by this Change Order ADD	\$	65,337.39
Revised Contract Amount.....	\$	1,609,337.39

% Change by this Change Order	%	4.2
Total % Change of Original Contract Amount	%	4.2

Original Completion Date	May 4, 2019
Revised Completion Date Revised by Previous Change Order(s)	May 4, 2019
Calendar Days added by this Change Order ADD	40
Revised Completion Date through this Change Order	August 13, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED:  8-29-19
 Marysville Joint Unified School District Date

ACCEPTED:  7/13/19
 American River Construction Date

APPROVED:  7/19/19
 Rainforth Grau Architects Date



CHANGE ORDER NO. 01

May 28, 2019

Subject: Lindhurst High School Culinary Arts Phase 2 Project
Marysville Joint Unified School District
Architect's Project No: 2018-1342.00

You are hereby authorized to make the following changes in the subject of work:

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Additional design fees to covered the cost of added Civil to provide new fire line for sprinklers, a fire protection engineer for the classroom system and a structural engineer for added attic framing for the one-hour separation."

Requested by: Architect- Rainforth Grau Architects

Reason: Additional fees required due to additional cooking equipment.

Change in Contract Amount: **ADD** \$ 15,455.00

No Change in Contract Performance Period 0 Calendar Days


Original Contract Amount \$ 29,400.00

Amount Changed by Pervious Change Order (s)..... \$ 0.00

Amount Changed by this Change Order.....ADD..... \$ 15,455.00

Revised Contract Amount..... \$ 44,855.00

35

Superintendent Approval
Signature: 
Date: 8-05-19

% Change by this Change Order

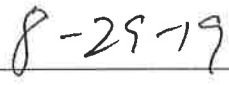
52.57%

Total % Change from Original Contract

52.57%

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed.

Approved: 
Marysville Joint Unified School District


Date

Approved: 
Rainforth Grau Architects

June 25, 2019

Date



CHANGE ORDER NO. 01

May 7, 2019

REM Construction Inc
1239 Mangrove Ave
Chico, CA 95926

Attention: David Schell, Senior Project Manager
Subject: Lindhurst HS – Culinary Arts Hood
Marysville Joint Unified School District
Architect's Project No.: 18-1342

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Additional structural framing required in (6) locations where wall that was removed per plans was supporting ceiling joists.

Requested by: Contractor
Reason: Existing unforeseen conditions

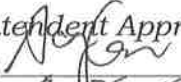
Attachments:	PCO #1, RFI #2		
Change in Contract Amount		ADD	\$ 1,357.41
No Change in Contract Performance Period			0 calendar days

ITEM NO. 2: Restroom 43 has a curb at existing walls and requires a new curb at the wall infill that was not noted in plans. GC had already started that wall framing and removed it in order to install the curb.

Requested by: Contractor
Reason: New curb not noted in plans

Attachments:	PCO #2		
Change in Contract Amount		ADD	\$ 975.88
No Change in Contract Performance Period			0 calendar days

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Superintendent Approval
Signature: 
Date: 8-29-19

May 7, 2019
Change Order No. 01
Lindhurst HS – Culinary Arts Hood
Page 2

Original Contract Amount	\$	439,946.00
Amount Changed by Previous Change Order(s)	\$	0.00
Contract Amount Prior to this Change Order	\$	439,946.00
Amount Changed by this Change Order ADD	\$	2,333.29
Revised Contract Amount	\$	442,279.29

% Change by this Change Order	%	0.5
Total % Change of Original Contract Amount	%	0.5

Original Completion Date	July 4, 2019
Revised Completion Date Revised by Previous Change Order(s)	July 4, 2019
Calendar Days added by this Change Order	0
Revised Completion Date through this Change Order	July 4, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: _____	8-29-19
Marysville Joint Unified School District	Date
ACCEPTED: _____	6-1-19
REM Construction	Date
APPROVED: _____	5.6.19
Rainforth Grau Architects	Date





CHANGE ORDER NO. 02

May 31, 2019

REM Construction, Inc.
1239 Mangrove Avenue
Chico, CA 95926

Attention: David Schell, Senior Project Manager

Subject: Lindhurst HS – Culinary Arts Hood
Marysville Joint Unified School District
Architect's Project No.: 18-1342

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Drywell

Requested by: District
Reason: Added drywell to for alternative drain in lieu of connection to floor sink from makeup air unit for exhaust hood.

Attachments: PCO #10, CCD 03
Change in Contract Amount ADD \$ 3,920.50
No Change in Contract Performance Period

ITEM NO. 2: Skim Coat in Toilet Rooms

Requested by: District
Reason: Provided skim coat, tape, and texture in three toilet rooms.

Attachments: PCO #11
Change in Contract Amount ADD \$ 828.92
No Change in Contract Performance Period

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May 31, 2019
Change Order No. 02
Lindhurst HS – Culinary Arts Hood
Page 2

ITEM NO. 3: Fire Rated Access Doors

Requested by: Architect
Reason: Added two 22" x 30" fire rated access doors through 1-hour fire rated walls in attic space.

Attachments: PCO #13
Change in Contract Amount ADD \$ 2,009.13
No Change in Contract Performance Period

Original Contract Amount.....	\$	439,946.00
Amount Changed by Previous Change Order(s)	\$	2,333.29
Contract Amount Prior to this Change Order.....	\$	442,279.29
Amount Changed by this Change Order	ADD \$	6,758.55
Revised Contract Amount	\$	449,037.84

% Change by this Change Order	%	1.5
Total % Change of Original Contract Amount	%	2.1

Original Completion Date	July 4, 2019
Revised Completion Date Revised by Previous Change Order(s)	July 4, 2019
Calendar Days added by this Change Order	ADD 0
Revised Completion Date through this Change Order	July 4, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: _____
Marysville Joint Unified School District Date

ACCEPTED: _____
REM Construction 6-1-19 Date

APPROVED: _____
Rainforth Grau Architects Date



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CHANGE ORDER NO. 03

8/8/19

REM Construction Inc
1239 Mangrove Ave
Chico, CA 95926

Attention: David Schell, Senior Project Manager

Subject: Lindhurst HS – Culinary Arts Hood
Marysville Joint Unified School District
Architect's Project No.: 18-1342

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Floor Sink and Hand Sink Relocation.

Requested by: District
Reason: Added floor sink and relocated hand-wash sink to alternated location to support future food service equipment per CCD #2.

Attachments:	PCO #4a		
Change in Contract Amount		ADD	\$ 6,233.62
No Change in Contract Performance Period			0 calendar days

ITEM NO. 2: Electrical for Heat Trace System

Requested by: Architect
Reason: Added 50 amp electrical circuit for fire sprinkler heat trace system. Also includes change from wire mold to conduit in kitchen area. See CCD #6

Attachments:	PCO #9,		
Change in Contract Amount		ADD	\$ 3,215.22
No Change in Contract Performance Period			0 calendar days

41

8/8/19
Change Order No. 03
Lindhurst HS – Culinary Arts Hood
Page 2

ITEM NO. 3: Fire Caulking

Requested by: Contractor
Reason: Added caulking around existing penetrations in fire rated walls.

Attachments: PCO #12
Change in Contract Amount ADD \$ 2,968.95
No Change in Contract Performance Period

ITEM NO. 4: Re-routing of fire rated wall per CCD #5.

Requested by: Architect
Reason: Unable to access attic space

Attachments: PCO #15
[No] Change in Contract Amount ADD \$ 2,102.80
No Change in Contract Performance Period

8/8/19

Change Order No. 03

Lindhurst HS – Culinary Arts Hood

Page 3

Original Contract Amount.....	\$	439,946.00
Amount Changed by Previous Change Order(s)	\$	9,091.84
Contract Amount Prior to this Change Order.....	\$	449,037.84
Amount Changed by this Change Order ADD	\$	14,520.59
Revised Contract Amount	\$	463,558.43

% Change by this Change Order	%	3.3
Total % Change of Original Contract Amount	%	5.4

Original Completion Date	July 4, 2019
Revised Completion Date Revised by Previous Change Order(s)	July 4, 2019
Calendar Days added by this Change Order	0
Revised Completion Date through this Change Order	July 4, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: _____
Marysville Joint Unified School District Date

ACCEPTED: _____ 8-8-19
REM Construction Date

APPROVED: _____ 8.14.19
Rainforth Grau Architects Date



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CHANGE ORDER NO. 04

8/14/19

REM Construction Inc
1239 Mangrove Ave
Chico, CA 95926

Attention: David Schell, Senior Project Manager

Subject: Lindhurst HS – Culinary Arts Hood
Marysville Joint Unified School District
Architect's Project No.: 18-1342

You are hereby authorized to make the following changes in the subject work.

Workmanship and materials shall be in accord with standards established by the original specifications.

ITEM NO. 1: Ductwork extension.

Requested by: District

Reason: Architect and Owner instructed REM to stop with ductwork installation before completion and extend ductwork per CCD 04 for enhanced air distribution.

Attachments: PCO #14c

Change in Contract Amount	ADD	\$ 14,090.49
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Change in Contract Performance Period	ADD	35 calendar days
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ITEM NO. 2: Replace damaged ductwork

Requested by: District

Reason: Replaced 15' of previously damaged ductwork.

Attachments: PCO 16a

Change in Contract Amount	ADD	\$ 2,373.53
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o Change in Contract Performance Period		0 calendar days
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8/14/19
Change Order No. 03
Lindhurst HS – Culinary Arts Hood
Page 2

Original Contract Amount.....	\$	439,946.00
Amount Changed by Previous Change Order(s).....	\$	23,612.43
Contract Amount Prior to this Change Order.....	\$	463,558.43
Amount Changed by this Change Order ADD	\$	16,464.02
Revised Contract Amount	\$	480,022.45

% Change by this Change Order	%	3.7
Total % Change of Original Contract Amount	%	9.1

Original Completion Date	July 04, 2019
Revised Completion Date Revised by Previous Change Order(s)	July 04, 2019
Calendar Days added by this Change Order ADD	35
Revised Completion Date through this Change Order	August 08, 2019

The acceptance and approval of this change order constitutes full and final settlement for all work and costs (including extended overhead, inefficiency and impact or delays) related to the items addressed herein with no exceptions.

APPROVED: [Signature] 8-29-19
Marysville Joint Unified School District Date

ACCEPTED: [Signature] 8-15-19
REM Construction Date

APPROVED: [Signature] 8-15-19
Rainforth Grau Architects Date



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MEMORANDUM OF UNDERSTANDING

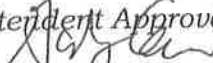
PARTNER	ENTERPRISES
<i>Marysville Joint Unified School District</i>	<i>CHICO STATE ENTERPRISES</i>
CONTACT NAME & TITLE Gary Cena Superintendent	PROGRAM CONTACT NAME & TITLE Prakrutipriya Trivedi Nutrition Education Specialist
ADDRESS/E-MAIL 1919 B Street, Marysville, CA 95901-1919 mhodson@mjUSD.k12.ca.us	ADDRESS/E-MAIL 25 Main Street, Suite 201, CA 95928-5388 ptrivedi@csuchico.edu
PHONE/FAX 530-749-6178 530-741-7829	PHONE/FAX 530-521-7387 530-898-5382

This Memorandum of Understanding (MOU) is between Marysville Joint Unified School District, (Partner) and Chico State Enterprises. Marysville Unified School District is participating as a Partner organization with the Center for Healthy Communities (CHC) in the provision of nutrition education and obesity prevention services to participating school children.


- Background:** Yuba County has granted funds to Chico State Enterprises to provide hands-on cooking classes in school and after-school settings to increase knowledge, food preferences, and practices related to healthy eating patterns among elementary, middle school, and high school students in Yuba County. The term of Enterprises' Contract from Yuba County is September 1, 2019 to June 30, 2020.
- Purpose & Scope:** The purpose of this MOU is to clearly identify the roles and responsibilities of the parties as they relate to the CHC collaboration and partnership around the promotion of health and nutrition in SNAP-Ed eligible populations. In particular, this MOU is intended to implement the Program as detailed in the scope of work of Enterprises' contract with Yuba County.
- MOU Term:** This MOU shall begin September 1, 2019 and end June 30, 2020.
- Compensation:** This MOU does not include payment of compensation or reimbursement of funds between the parties.
- Partner's Responsibilities:** Partner shall participate with CHC by contributing nutrition education services and materials and by providing Program information to Enterprises on behalf of CHC. Partner shall:
 - Provide a supportive working environment for CHC staff (e.g., nutrition/health education specialist and/or a community nutrition/health assistant);
 - Support and implement appropriate and/or required Program activities/events and policies based on the CHC Program scope of services approved by Yuba County;
 - Facilitate attendance at Program meetings and trainings by Partner's coordinator for the Program and other appropriate personnel of Partner, as schedules permit;
- Enterprises' Responsibilities:** Enterprises, through CHC, shall provide:
 - The services of CHC staff (e.g., nutrition/health education specialist, community nutrition/health assistant, CHC Program Manager, CHC Administrative Assistant);
 - Fingerprint based criminal information background checks (Live Scan) for all CHC staff who will have supervisory or disciplinary power over a minor or any person under said staff member's care as allowed under California Penal Code section 11105.3;
 - Report writing, budget monitoring, documentation gathering, grant fund management, and audit responsibility as required by Yuba County;

Partnership MOU for Yuba Kids' Get Cookin' Agreement

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Superintendent Approval
Signature: 
Date: 8-28-19

- d) Assurance that Program activities comply with requirements of Yuba County;
 - e) Provision of Program information and related materials to Program participants; Guidelines and procedures for requesting purchases to be made by CHC;
 - f) Purchase of Program materials (e.g., nutrition education materials, etc.) for Partner; and
 - g) Monthly CHC informational/training meetings.
- 7) **Modification:** Any modification of this MOU must be made in writing and must be executed by the parties before becoming effective.
- 8) **Termination:** Either party may elect to terminate this MOU, but only upon 30 days advance written notice of such election to the other party, and the parties will deal with each other in good faith in the event of such termination;
- 9) **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnity, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.
- 10) **Venue:** This MOU is made in the County of Butte, State of California. Both parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Butte.
- 11) **Record Retention:** Enterprises and Partner must maintain all records supporting this MOU and related activities for 3 years. Additionally, Partner agrees to make all records relating to this MOU available upon request by Enterprises on behalf of CHC, and/or Yuba County.

SIGNATURES	
PARTNER	ENTERPRISES
<i>Marysville Joint Unified School District</i>	<i>CHICO STATE ENTERPRISES</i>
BY AUTHORIZED SIGNATURE	BY AUTHORIZED SIGNATURE
	
DATE	DATE
8-29-19	
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Gary Cena Superintendent	Matthew C. Bently, Esq. Director of Contracts, CSE
ADDRESS/E-MAIL	ADDRESS/E-MAIL
1919 B Street, Marysville, CA 95901-1919 mhodson@mjUSD.k12.ca.us	25 Main Street, Suite 203, CA 95928-5388 mbently@csuchico.edu
PROJECT CODE	
SP-67 -01	

STATE OF CALIFORNIA EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)

DISTRIBUTION AGREEMENT

USDA Pantry

This agreement is between Marysville Joint Unified School District (Member Agency) and The Yuba-Sutter Food Bank for the period of September 13, 2019 through June 30, 2020.

1. The member agency agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the member agency's defined geographical service area.

2. If a recipient from out of the member agency's service area requests food, the member agency will serve them on a one time exception basis and will advise the recipient of their proper distribution member agency.

3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.

4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.

5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.

6. In the event the member agency is providing commodities to homebound recipients, the member agency agrees to ensure that these recipients sign the EFA-7 sign-in sheet.

7. The member agency agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:

a. **"And Justice for All" poster Form AD-475C (Last updated April 2016)**

b. **CDSS established Income Guidelines (Last updated April 2016)**

8. The member agency agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the member agency must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.

9. The member agency agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.

10. The member agency agrees never to sell or trade commodities.

11. The member agency agrees not to redistribute commodities to other member agencies, or any other entity without prior written approval from the food bank.

12. The member agency agrees to obtain prior written approval from the food bank before conducting closed distributions.

13. The member agency agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.

14. If storing commodities, the member agency's storage area must meet the following conditions:

a. Storage area must be sanitary and free from infestation

b. Commodities must be maintained at proper storage temperatures

c. Commodities must be stocked separately, in an identifiable manner

d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.

e. Storage area must be safeguarded against theft, spoilage, loss, or misuse

15. The member agency agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.

16. The member agency agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.

17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the member agency is not in compliance with the terms and conditions referenced in aforementioned terms.

18. The food bank, USDA and EFAP retain the right to visit and inspect the member agency without prior notice.

19. The member agency agrees to abide by any addendums the Food Bank requires.

20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Member Agency Representative

Date

Cedar Lane Elementary School 841 Cedar Lane, West Linda CA 95961
Distribution Address

Patrick K. Hamilton Chief of Operations
Yuba-Sutter Food Bank Representative

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Date 8/28/2019

Superintendent Approval
Signature: [Signature]
Date: 8-29-19

STATE OF CALIFORNIA

EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
DISTRIBUTION AGREEMENT
USDA Pantry

This agreement is between Marysville Joint Unified School District (Member Agency) and The Yuba-Sutter Food Bank for the period of September 13, 2019 through June 30, 2020.

1. The member agency agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the member agency's defined geographical service area.
2. If a recipient from out of the member agency's service area requests food, the member agency will serve them on a one time exception basis and will advise the recipient of their proper distribution member agency.
3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the member agency is providing commodities to homebound recipients, the member agency agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The member agency agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475C (Last updated April 2016)
 - b. CDSS established Income Guidelines (Last updated April 2016)
8. The member agency agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the member agency must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The member agency agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The member agency agrees never to sell or trade commodities.
11. The member agency agrees not to redistribute commodities to other member agencies, or any other entity without prior written approval from the food bank.
12. The member agency agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The member agency agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the member agency's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The member agency agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The member agency agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the member agency is not in compliance with the terms and conditions referenced in aforementioned terms.
18. The food bank, USDA and EFAP retain the right to visit and inspect the member agency without prior notice.
19. The member agency agrees to abide by any addendums the Food Bank requires.
20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Member Agency Representative

Date

Johnson Park Elementary School 4364 Lever Avenue, Olivehurst CA 95961
Distribution Address

Patrick K. Hamilton Chief of Operations
Yuba-Sutter Food Bank Representative

49

Date 8/28/2019

Superintendent Approval
Signature: [Signature]
Date: 8/28-19

STATE OF CALIFORNIA

EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)
DISTRIBUTION AGREEMENT
USDA Pantry

This agreement is between Marysville Joint Unified School District (Member Agency) and The Yuba-Sutter Food Bank for the period of September 13, 2019 through June 30, 2020.

1. The member agency agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the member agency's defined geographical service area.
2. If a recipient from out of the member agency's service area requests food, the member agency will serve them on a one time exception basis and will advise the recipient of their proper distribution member agency.
3. Recipients must self-certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The member agency agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The member agency agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution member agency or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the member agency is providing commodities to homebound recipients, the member agency agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The member agency agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:

a. "And Justice for All" poster Form AD-475C (Last updated April 2016)

b. CDSS established Income Guidelines (Last updated April 2016)

8. The member agency agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the member agency must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The member agency agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The member agency agrees never to sell or trade commodities.
11. The member agency agrees not to redistribute commodities to other member agencies, or any other entity without prior written approval from the food bank.
12. The member agency agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The member agency agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the member agency's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The member agency agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The member agency agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the member agency is not in compliance with the terms and conditions referenced in aforementioned terms.

18. The food bank, USDA and EFAP retain the right to visit and inspect the member agency without prior notice.

19. The member agency agrees to abide by any addendums the Food Bank requires.

20. The member agency will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Member Agency Representative

Date

Covillaud Elementary School 628 F St, Marysville CA 95901
Distribution Address

Patrick Hamilton Chief of Operations

Yuba-Sutter Food Bank Representative

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Date 8/28/2019

Superintendent Approval
Signature: [Signature]
Date: 8/28/19

MEMORANDUM OF UNDERSTANDING	
PARTNER	ENTERPRISES
<i>Marysville Joint Unified School District</i>	<i>CHICO STATE ENTERPRISES</i>
CONTACT NAME & TITLE Gary Cena Superintendent	PROGRAM CONTACT NAME & TITLE Prakrutipriya Trivedi Nutrition Education Specialist
ADDRESS/E-MAIL 1919 B Street, Marysville, CA 95901-1919 mhodson@mjud.k12.ca.us	ADDRESS/E-MAIL 25 Main Street, Suite 201, CA 95928-5388 ptrivedi@csuchico.edu
PHONE/FAX 530-749-6178 530-741-7829	PHONE/FAX 530-521-7387 530-898-5382

This Memorandum of Understanding (MOU) is between Marysville Joint Unified School District, (Partner) and Chico State Enterprises. Marysville Joint Unified School District is participating as a Partner organization with the Center for Healthy Communities (CHC) in the provision of nutrition education and obesity prevention services to participating school children.

- 1) **Background:** California Department of Public Health (CDPH) - Nutrition Education Obesity Prevention Branch awarded U.S. Department of Agriculture (USDA) Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to Chico State Enterprises for CHC's Nutrition Education and Physical Activity Program (the Program). The term of Enterprises' Contract from CDPH is October 1, 2019 to September 30, 2022.
- 2) **Purpose & Scope:** The purpose of this MOU is to clearly identify the roles and responsibilities of the parties as they relate to the CHC collaboration and partnership around the promotion of health and nutrition in SNAP-Ed eligible populations. In particular, this MOU is intended to implement the Program as detailed in the scope of work of Enterprises' Application to NEOP for USDA SNAP funds.
- 3) **MOU Term:** This MOU shall begin 10/01/2019 and end 09/30/2022.
- 4) **Compensation:** This MOU does not include payment of compensation or reimbursement of funds between the parties.
- 5) **Partner's Responsibilities:** Partner shall participate with CHC by contributing nutrition education services and materials and by providing Program information to Enterprises on behalf of CHC. Partner shall:
 - a) Provide a supportive working environment for CHC staff (e.g., nutrition/health education specialist and/or a community nutrition/health assistant);
 - b) Support and implement appropriate and/or required Program activities/events and policies based on the CHC Program scope of work approved by NEOP including provision of required evaluation information, as appropriate, to assess program effectiveness;
 - c) Facilitate attendance at Program meetings and trainings by Partner's coordinator for the Program and other appropriate personnel of Partner, as schedules permit;
 - d) Provide Enterprises verification that Program participants meet USDA low-income criteria (e.g., for school districts and other education agencies, targeting low-resource schools, defined as those with 50% of students or more eligible for free or reduced-price school meals).
- 6) **Enterprises' Responsibilities:** Enterprises, through CHC, shall provide:
 - a) The services of CHC staff (e.g., nutrition/health education specialist, community nutrition/health assistant, CHC Program Manager, CHC Administrative Assistant);

- b) Fingerprint based criminal information background checks (Live Scan) for all CHC staff who will have supervisory or disciplinary power over a minor or any person under said staff member's care as allowed under California Penal Code section 11105.3;
 - c) Report writing, budget monitoring, documentation gathering, grant fund management, and audit responsibility as required by USDA and Network;
 - d) Assurance that Program activities comply with requirements of USDA and NEOP;
 - e) Provision of Program information and related materials to Program participants; Guidelines and procedures for requesting purchases to be made by CHC;
 - f) Purchase of Program materials (e.g., nutrition education materials, etc.) for Partner; and
 - g) Monthly CHC informational/training meetings.
- 7) **Modification:** Any modification of this MOU must be made in writing and must be executed by the parties before becoming effective.
- 8) **Termination:** Either party may elect to terminate this MOU, but only upon 30 days advance written notice of such election to the other party, and the parties will deal with each other in good faith in the event of such termination;
- 9) **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnity, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.
- 10) **Venue:** This MOU is made in the County of Butte, State of California. Both parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Butte.
- 11) **Record Retention:** Enterprises and Partner must maintain all records supporting this MOU and related activities for 3 years. Additionally, Partner agrees to make all records relating to this MOU available upon request by Enterprises on behalf of CHC, NEOP, and/or USDA.

SIGNATURES	
PARTNER	ENTERPRISES
<i>Marysville Joint Unified School District</i>	<i>CHICO STATE ENTERPRISES</i>
BY AUTHORIZED SIGNATURE _____ DATE _____	BY AUTHORIZED SIGNATURE _____ DATE _____
PRINTED NAME AND TITLE OF PERSON SIGNING Gary Cena Supertintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Matthew C. Bently, Esq. Director of Contracts, CSE
ADDRESS/E-MAIL 1919 B Street, Marysville, CA 95901-1919 mhodson@mjud.k12.ca.us	ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 mbently@csuchico.edu
PROJECT CODE SP-64 -01	

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**Site Agreement for Furnishing Experience
For Academic Internship and/or Service-Learning**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Sacramento ("University")** and **Marysville Joint Unified School District ("Learning Site")**. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

RECITALS

The University has approved courses and such courses require directed observation and/or practical experience for students in various fields of study.

The Learning Site has facilities for furnishing directed observation and/or practical experience to the University's students.

It is to the benefit of the University that its students be permitted to use the facilities of the Learning Site for their learning experience.

It is to the benefit of the Learning Site to contribute to the education of the University's students.

There shall be no monetary obligations on the part of one party to the other.

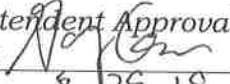
The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

This Agreement shall replace and supersede any existing agreement between the parties for student placement for similar activities under Academic Internship and/or Service Learning. This agreement shall not replace any existing agreement for Nursing, Allied Health, Social Work or Teacher Education activities.

I. Learning Site's Responsibilities

- A. Provide directed observation and practical experience in the general operation of the Learning Site's business and in the use of appropriate facilities for learning experience for training of students enrolled in a Service-Learning or Academic Internship program who are designated by the University and approved by the Learning Site for such experience. The practical experience for any one student shall cover such period of time as may be mutually agreed upon by both parties.
- B. Permit members of the Learning Site's staff, supervisors, and other personnel to participate, as their time may permit, in the practical experience of the students and their learning experience.
- C. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify Academic Internship and/or Service Learning hours and give feedback.
- D. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning information detailing where students check-in and how they log their time. Agree to sign off on student time logs for Academic Internship and/or Service Learning.
- E. Provide student with a written description of the student's tasks and responsibilities.

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Superintendent Approval
Signature: 
Date: 8-29-19

- F. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- G. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test as required by the Learning Site and obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- H. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- I. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- J. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

II. University's Responsibilities

- A. Designate the students enrolled in the qualifying courses of the University to be assigned to the Learning Site, subject to the approval of the Learning Site.
- B. Agree that the students shall be subject to requirements and restrictions specified jointly by the representatives of the University and the Learning Site.
- C. Award academic credit to students who complete the requirements of the Service-Learning or Internship program if applicable.
- D. Upon written request by the Learning Site, and mutual agreement between both parties, the University will withdraw any student who fails to observe the regulations of the Learning Site.
- E. Advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Learning Site.
- F. Advise students of their responsibilities per Section III of this Agreement.

III. Student's Responsibilities

- A. Participate in all training required by the Learning Site.
- B. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
- C. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- D. Abide by the Learning Site's rules and standards of conduct.
- E. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

F. Complete all paperwork (e.g. forms, Time Logs, etc. as required by the University and Learning Site.

IV. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status ("Protected Characteristics") and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Learning Site acknowledges that the University reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation under the terms of California State University Executive Orders 1097 and 1096 (which can be found at <http://www.calstate.edu/eo/>) . If the Learning Site receives a complaint from a student at the Learning Site alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Learning Site will promptly notify the Sacramento State Office for Equal Opportunity (<http://www.csus.edu/hr/departments/equal-opportunity/>) so that appropriate action may be taken. This report will be made even if the Learning Site has its own policies and/or procedure for addressing harassment and discrimination concerns.

V. Status of University and Learning Site

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students may be paid by the Learning Site at the Learning Site sole discretion.

VI. Insurance

- A. Each Party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- B. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities.
- C. All students performing Academic Internships or Service-Learning who are registered in for-credit courses for which the Academic Internship or Service-Learning experience is required are covered with general and/or professional liability insurance through the California State University Risk Management Authority (CSURMA) Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP).

VII. Indemnification

The Learning Site and The University agree to indemnify, defend, and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs arising out of the negligence or willful misconduct of their respective officers, employees, or agents in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

VIII. Term and Termination

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for five (5) years.
- B. Termination. This Agreement may be terminated at any time by upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. General Provisions

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. FERPA. The Family Educational Rights and Privacy Act of 1974, as amended (FERPA) seeks to guarantee both a student's right of access to education records, financial aid records, and financial records, and the confidentiality of student information. Information otherwise protected by FERPA that is relevant to the student's performance at the Learning Site may be shared by University so long as it falls within the scope of the Sacramento State Student Consent for Release of Records which is signed by the Student. Neither party to this Agreement may disclose information protected by FERPA to any third party without the written consent of the student.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

- H. Counterparts. This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
- I. Notices. Any notices required or permitted hereunder shall be in writing and shall be sent to the parties by certified or registered mail, return receipt requested, or by electronic mail which may include .pdf documents, at the address set forth below, however acceptance of any proposed changes shall occur in accordance with Section IX General Provisions, A. Amendments of the agreement:

University:

California State University, Sacramento
Procurement and Contract Services
6000 J Street, MS 6008
Sacramento, CA 95819

Learning Site:

Marysville Joint Unified School District
1919 B St
Marysville CA 95901
<http://www.mjUSD.com/>
(530) 741-6000

X. Execution

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made. This Agreement has been executed by the parties as of the date last written below.

On behalf of University

On behalf of Learning Site

By: _____
Tiffany Tsang
Contract Specialist

By: _____
Signature

Gary Cena

Printed Name

Superintendent-

Title

Date

Date



PLACER COUNTY OFFICE OF EDUCATION EDUCATION SPECIALIST INTERN PROGRAM

Memorandum of Understanding

July 1, 2019 - June 30, 2020

This Memorandum of Understanding (MOU) is entered into by and between the Placer County Office of Education (PCOE), Local Educational Agency (LEA) for the PCOE Education Specialist Intern Credential Program and the Marysville joint unified school district (District) to carry out the Intern Program and the guidelines set forth in the Education Specialist Program Standards, Mild/Moderate and Moderate/Severe Standards.

The purpose of this MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. PCOE and the District will form a partnership in providing and coordinating services as part of the PCOE Education Specialist Intern Credential Program. The goal of this partnership is to provide teacher preparation through an alternative credentialing path with opportunities for Education Specialist candidates. This collaboration will provide and coordinate services and support to guide Education Specialist Interns in meeting California Commission on Teacher Credentialing (CCTC) credential requirements through the state-accredited Intern Credential program.

Responsibilities

The PCOE Education Specialist Intern Credential Program agrees to the following:

1. Employ an Intern Program Coordinator and/or Director to perform services as described in the Program Standards.
2. Employ clerical support to assist the Program Coordinator to carry out program responsibilities.
3. Provide workspace and technical support to the Program Coordinator and clerical support.
4. Provide a process for equitable distribution of support, supervision, and credentialing services to interns in all participating Districts and COEs within the region.
5. Design and provide an Education Specialist Intern Credential Program that includes Preservice coursework and a two year internship concurrent with two years of credential coursework.
6. Establish and maintain accurate records and reports in accordance with state requirements.
7. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE) in relation to the program.
8. Provide each intern with systematic support, supervision, guidance, and feedback in collaboration with District support provider and Intern Program practicum supervisor.
9. Provide advisement to each intern during the program.
10. Maintain an approved Intern Program preservice and English Language Learner preparation, Commission approved credential coursework, and supervision leading to a Preliminary Education Specialist Credential.
11. Collaborate with District to ensure that interns receive a minimum of 144 hours of support, mentoring, supervision for each year of the two year Intern Program.
12. Assure that each candidate receives no less than 60 hours of coaching and support through the PCOE Faculty Coach each year.
13. Collaborate with District to ensure that interns who enter the program without valid English Learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.
14. Provide reports and other information on all matters related to program requirements and activities as requested by the CCTC and the CDE.
15. Convene the Credential Advisory Board Meetings, a minimum of 3 times each year, to plan, evaluate

Revised 5/15/2019

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**PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM
Memorandum of Understanding
July 1, 2019 - June 30, 2020**

and revise the program based upon state updates, candidate feedback, the mid-year survey and analysis of benchmark data.

16. Provide updates to the Leadership Team via email, as needed.
17. Recruit, select and assign a faculty coach to each candidate within the first 10 days of the candidate's enrollment in the program if the candidate does not hold an English Learner authorization
18. Evaluate Faculty Coaches.
19. Provide ongoing training and professional learning for Faculty Coaches.
20. Provide 10 hours of coaching training for District Coaches.
21. Provide candidates with access to online course management system (Canvas).
22. Provide the training programs, materials and publications to support the intern credential courses.
23. Prepare candidates who know and demonstrate knowledge and skills necessary to educate and effectively support students with disabilities in accordance with Education Specialist Program, Mild/Moderate and Moderate/Severe Program Standards.
24. Submit recommendation for the California Preliminary Education Specialist Mild/Moderate or Moderate/Severe Credential for all candidates who successfully complete the program requirements.

The District agrees to the following:

1. Appoint a liaison to serve on the Credential Advisory Board. The liaison should be a designee authorized by the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Intern Program by providing ongoing updates, communication, and information to program staff.
2. Participate in Intern Program evaluation including local program surveys and CCTC Accreditation.
3. Develop and implement a Professional Development Plan for interns in consultation with LEA. The plan shall include all of the following:
 - a) Provisions for an annual evaluation of the intern.
 - b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild to moderate disabilities.
 - d) Instruction during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild to moderate disabilities.
4. Certify that interns do not displace certificated employees in the District.
5. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the Coordinator roles and responsibilities.
6. Each intern shall be provided a minimum of two hours every five instruction days of adequate supervision, advice, encouragement and support, as appropriate by the District personnel, including but not limited to school site faculty and the District Coach.
7. Collaborate with PCOE to ensure that interns receive a minimum of 144 hours of support, mentoring, supervision for each year of the two year Intern Program
8. Ensure that District coach provides 84 hours of coaching and support per year.
9. Collaborate with District to ensure that interns who enter the program without valid English learner authorization receive an additional 45 hours of support and supervision specific to meeting the needs of English learners as outlined in Ed Code 44321.

**PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM**

Memorandum of Understanding

July 1, 2019 - June 30, 2020

10. Ensure that interns hired within the District are employed as the teacher of record in an assignment that aligns with the credential being pursued. Ensure that the intern is teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
11. Provide interns with release time from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with District coaches and faculty.
12. Provide newly hired intern with a District Orientation to inform them about district resources, procedures and policies and introduce them to district staff.
13. Ensure that interns are evaluated on an annual basis.
14. For interns who have not yet completed the English Learner preparation, the district must assign the District Coach within the first 10 days of serving as a teacher of record on the intern credential.
15. Assign a qualified District Coach who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years of successful teaching experience, and English Learner authorization. Pair interns with Coaches who most closely match their teaching assignment, including grade level and subject matter, and their credential.
16. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as District Coaches for interns. District Coaches must demonstrate effective coaching, interpersonal, and communication skills and:
 - a) Are committed to attend coaching trainings and meetings and to meet on a regular basis.
 - b) Display willingness to work collaboratively with colleagues and PCOE staff.
 - c) Embrace a positive attitude towards students and teaching.
 - d) Develop a sustained and thoughtful collegial relationship with interns.
 - e) Demonstrate leadership skills, curriculum expertise, and knowledge of district resources.
 - f) Serve as a role model for the teaching profession.
17. Provide District Coach with opportunity to participate in 10 hours of PCOE coach training.
18. Provide compensation to District Coaches and District Coordinator as applicable.
19. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.
20. Upon program completion, provide intern with a letter that verifies years of employment in an intern position with District.
21. Provide training to teacher/candidate regarding:
 - State-adopted curriculum frameworks, and locally-adopted texts and instructional materials.
 - Identification and referral of students for special education services; the IEP process; and collaboration with others related to special education students.
 - District-adopted instructional program for English Learners; the use of adopted materials (including how to provide access to the core curriculum); assessment of students' English proficiency (ELPAC); and available resources for the instruction of English Learners.
 - Classroom and site accident prevention strategies; collaboration with other agencies/families regarding student health and safety; the school's crisis response plan and emergency procedures; the adopted health curriculum (within the context of the teaching assignment); reporting requirements regarding child abuse and neglect; state and local permitted health topics (including family life and sex education) and parents' rights regarding instruction in health.
22. If utilizing a District-employed coach, participate and follow coach hiring requirements and employment conditions which include, but are not limited to:
 - Possession of a clear teaching credential
 - Minimum of 3 years of effective teaching experience
 - Knowledge of the context and the content area of the candidate's teaching assignment



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- Demonstrate effective coaching interpersonal and communication skills
 - Demonstrate a commitment to professional learning and collaboration
 - Ability, willingness, and flexibility to meet individual candidate needs for support
 - Complete required coach training and program activities
 - Identify and assign a coach, who is not candidate's evaluator or affiliated with personnel/Human Resources, to each candidate within the first 30 days of enrollment in the program, making the match according to credentials
 - Coordinate the reassignment of a District coach if either the coach or candidate makes the written request that is approved by PCOE
23. Provide candidate and District coaches (if applicable) with technology and technology resources to complete the electronic coursework.
24. The Individual Learning Plan (ILP) completed by the candidate must be implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes (Precondition 5).
25. Provide reimbursement to coach for mileage to school sites outside of Placer County (if applicable).
26. Notify PCOE, in writing, in the event a candidate's employment changes.

Other conditions PCOE and District agree to:

Ownership of Materials

All products and materials developed by the Education Specialist Intern Credential Program are the exclusive property of PCOE. District and PCOE employees, staff, and subcontractors shall not have the right to disseminate, market or otherwise use the products or materials without the expressed written permission of PCOE's designee.

Confidentiality - Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

Nondiscrimination Clause - Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

Candidate Employment Status

Candidates are, and shall remain, District employees for any and all purposes throughout the term of this MOU. Candidates shall not be considered an employee, agent, representative, nor independent contractor of PCOE for any purpose whatsoever. District shall assume full responsibility for its employees.

Indemnity - Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of either party, its officers, agents, or employees.



PLACER COUNTY OFFICE OF EDUCATION
EDUCATION SPECIALIST INTERN PROGRAM
Memorandum of Understanding
July 1, 2019 - June 30, 2020

Termination - Either party may terminate this MOU by giving the other party at least thirty (30) calendar days written notice. In the event of early termination of this MOU, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

The undersigned represent all collaborative partners of this MOU and commit to insuring the successful implementation, monitoring, and assistance needed for completion of the Education Specialist Intern Credential Program.

Placer County Office of Education

By: 
Signature of Authorized Official

Title: Asst. Supt / PERSONNEL

Date: 8/26/2019

By: 
Gayle Garbolino-Mojica

Title: County Superintendent of Schools

Date: 08/08/19

Please sign and return to Bonnie Boone, PCOE Intern Program, 360 Nevada St., Auburn, CA 95603 or
bboone@placercoe.k12.ca.us



California State University, Chico
School of Education
Marysville Unified School District
Paid Internship Agreement

This agreement is between Marysville Unified School District ("District") and California State University, Chico ("University"), who may be referred to collectively as the parties. 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, or are participating in an alternative paid internship position ("Paid Intern"). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing, or are participating in an alternate paid internship position ("Paid Interns") will gain experience in the public school setting. University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to Paid Interns and Local Support Teachers. Such individuals may be referred to below as *University Supervisors*.

I. TERM OF THE AGREEMENT

- A. This Agreement shall remain in effect for a term of three (3) years beginning August 15, 2019 and ending August 14, 2022 unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party.

II. RECITALS

- A. University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential, and Preliminary Multiple Subject Teaching Credential or Preliminary Single 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.

III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

- A. 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.
- B. Under the approved regulations, the University and District must:
1. Identify a Local Support Teacher or other designated individual who meet the CTC's specified criteria prior to a Paid Intern's start date.
 2. Provide 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. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide 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 Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Local Support Teacher. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
 - a. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
 - b. More information regarding the types of activities that count towards these support hours may be found at <http://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:

- A. District will submit to University's School of Education a *School District Letter of Intent to Hire* (Exhibit A). Visit University School of Education's website <http://www.csuchico.edu/soe/> for more information.
- B. District will provide each Paid Intern with a certified, experienced district-employed Local Support Teacher who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Local Support Teacher as needed. The Local Support Teacher must:
 1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
 2. have a minimum of three years of successful K-12 teaching experience,
 3. be recognized and recommended by the site administrator as an qualified and effective teacher,
 4. be an effective communicator and collaborator with other professional teachers, and
 5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.

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- C. District will identify a district-employed Local Support Teacher, and will complete the *Local Support Teacher Information Form* (Exhibit B). Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching within the District under the supervision of a district-employed Local Support Teacher.
- E. District will provide release time and compensation for the Paid Intern and Local Support Teacher for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.
- F. District will pay University a sum of \$1,500 per semester per Paid Intern.
- G. 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.
- H. District will instruct Paid Intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
- I. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.
- J. Support the completion of the Intern Requirement Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.
- K. District will notify the University of any changes in employment during the internship;
- L. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.
- M. District will review details and pre-requisite requirements for becoming a Paid Intern found at www.csuchico.edu/soe/intern, and verify that the proposed teaching position:
 - i. is in a public school district or public charter school;
 - ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
 - iii. does not displace any certificated employees in the school district;
 - iv. is at least 50% of a full-time position;
 - v. is appropriate for the subject matter competence of the credential candidate;
 - vi. is supported by the local bargaining unit representing district teachers;
 - vii. is hired through an alternative authorization to teach while the Intern Credential is being processed, if necessary; and
 - viii. is assigned a reasonable teaching load for a teacher- in-training, and protected from extracurricular and case-overload demands.

V. UNIVERSITY DUTIES

- A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.
- B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills subject matter competence, 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.
- C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including student teaching, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable;
- D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching at least four times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.
- E. Provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- F. University Supervisor will confer regularly with District and site administration and district-employed Local Support Teacher through meetings, telephone calls, and/or e-mail.
- G. 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. District will cooperate with University in any investigation concerning the reported violation.
- H. University will guarantee that the Paid Intern and the University Supervisor have appropriate finger printing and background check clearance.
- I. University will instruct Paid Interns in *California Department of Education Child Abuse Identification & Reporting Guidelines*.
- J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

VI. DISTRICT DISCRETION

- A. 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.

VII. LIABILITY INSURANCE & WORKERS' COMPENSATION

- A. 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 Paid Interns, 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.

- B. 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 any individuals considered as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement.
- C. 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.
- D. The University is permissibly self-insured through the State of California for automobile liability.
- E. The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors and 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.
- F. 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.
- G. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

VIII. INDEMNIFICATION

- A. 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.
- B. 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.

IX. ADDITIONAL PROVISIONS

- A. 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.
- B. 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 venue in the county where the District is located.
- C. 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.
- D. 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 (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law.
- E. 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.
- F. 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.
- G. 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 agreement.

X. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

For the University:	For the Community Organization:
California State University, Chico Director of Procurement & Contract Services 400 W. 1 st St. Chico, CA 95929-0244	Marysville Unified School District Superintendent 1919 B. Street Marysville, CA 95901

XI. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

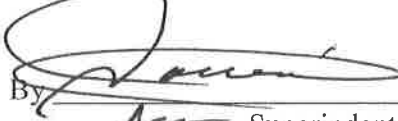
CALIFORNIA STATE UNIVERSITY, CHICO

By _____
Deborah Summers, Associate Dean
College of Communication and Education

By _____
Sara Rumiano, Director
Procurement and Contract Services

Date _____

MARYSVILLE UNIFIED SCHOOL DISTRICT

By 
Asst. Superintendent / *PERSINNE*
Marysville Unified School District

Date 8/15/2019

LETTER OF INTENT TO HIRE FROM DISTRICT

Letter must be prepared on district letterhead. Letters that are not original or do not follow this template, will not be accepted.

DATE: _____

TO: Dr. Rebecca Justeson, Director
School of Education
California State University, Chico
Chico, CA 95929-0222



SUBJECT: Intent to Hire Paid Intern Teacher

This letter verifies that this district intends to hire a Paid Intern.

Paid Intern name: _____

School site: _____ CDS code: _____

County: _____ Position full-time or percent of full-time: _____

Credential sought: ☐ Education Specialist ☐ Multiple Subject ☐ Single Subject

Subject(s)/Specialization(s): _____ or ☐ self-contained classroom

Grade level(s): _____ Beginning date: _____ Ending date: _____

(Note: Ending date cannot be after the term in which the Paid Intern will complete the credential program.)

The District and the University will collaborate in the support and performance assessment of the Paid Intern. The Paid Intern and the hiring school district have verified fulfillment of the following Commission on Teacher Credentialing requirements for an Intern Credential, as outlined in the **Paid Internship Agreement**.

School Site Information

Legal Name of School Site:
Authorized School site Administrator Name and Title:
Street Address
City, State, Zip

Sincerely,

Human Resources/Personnel Director Signature _____

Human Resources/Personnel Director Name _____

Phone: _____ Email: _____



LOCAL SUPPORT TEACHER INFORMATION FORM

Local Support Teachers are dedicated professionals who work closely with University Supervisors to help Paid Interns become successful teachers by providing supervision, guidance, and instruction as described in the District and/or School Administration Responsibilities of the *Paid Internship Agreement*.

Please complete this form and return to the prospective intern candidate.

Local Support Teacher (LST) Name: _____
Must have a least three years of teaching experience.

LST Responsibilities:

1. Meet with the intern and University Supervisor at the beginning of the semester to create a cooperative plan for fulfilling each party's responsibilities.
2. Support the intern a minimum of two hours per five instructional days and a minimum of 72 hours each academic term in a variety of content areas, as verified on the Intern Requirement Checklist. This plan should include a schedule of:
 - a. classroom visits and observations,
 - b. conferences with intern (and with University Supervisor when requested), and
 - c. other training as needed.
3. Provide an additional 23 hours of support each academic term regarding English learners, if required (this is in addition to the 72 hours of support required each academic term; see Intern Requirement Checklist).
4. Schedule additional time with the intern as needed. Be available to provide assistance and answer the intern's questions.
5. Write and submit at least two observation reports of the intern's teaching during each semester of the internship. Require written lesson plans; discuss and approve plans before the observed lessons are implemented.
6. Understand the aims, structure, and procedures of the professional education program.
7. Demonstrate willingness to work with School of Education faculty via orientation sessions, three-way conferences, and ongoing communication.
8. Introduce the intern to members of the local school community and acquaint the intern with school regulations and procedures.

District Name: _____

School Site Name: _____

School Site Email: _____ Phone: _____

Current grade level assignment: _____ Years at this level: _____

Current subject matter assignment: _____

Total years of teaching experience: _____

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Paid Intern Requirements Checklist

1. Paid Interns complete the same program and meet the same requirements as regular credential students, except that the teaching practica are completed as an employed classroom teacher.
2. Before seeking a Paid Internship, students must meet **all** of the Commission on Teacher Credential (CTC) admission requirements including acceptance to Graduate Studies and to the appropriate credential program, exams, pre-service requirements, and prerequisite courses (see below). **These requirements are determined by the CA Education Code and the CTC; there are no exceptions.**
3. Paid Interns must seek employment and complete the hiring process themselves – the School of Education does not find intern positions. To qualify for a teaching practicum, the student must be hired by the school district as a **Paid Intern**, not as a long-term substitute or on any other authorization.
4. Permission of the Intern Advisor and Director of the School of Education are required when applying for an internship, which must be satisfactory for a teaching practicum experience. It is the student's responsibility to meet with the Intern Advisor to verify that all requirements are met (see below).
5. A paid internship requires an *Intern Credential*, granted by the CTC. Before beginning employment, the Paid Intern is responsible for completing this application process.

Paid Intern pre-qualifications and pre-requisites:

- ☐ Hold a bachelor's degree (granted before employment begins);
- ☐ Admission to the university Office of Graduate Studies;
- ☐ Acceptance into the appropriate credential program;
- ☐ Completion of all prerequisite coursework, including 120 pre-service hours;
- ☐ Hold English Language Authorization or agree to satisfy annual 45-hour annual requirement during the program;
- ☐ Verification of passage of Basic Skills Requirement (e.g. CBEST or CSET Writing Skills);
- ☐ Verification of Subject Matter Competence in subject area to be taught (e.g. CSET or waiver);
- ☐ Passage of U.S. Constitution course or exam;
- ☐ Fingerprint clearance (e.g. Certificate of Clearance);
- ☐ Release (written or email) from current Cooperating Teacher, if needed;
- ☐ Verification that school district is within the Chico State Service Area;
- ☐ Permission of Intern Advisor and School of Education Director (signatures at bottom of this checklist);
- ☐ Submission of an original letter of intent to hire from a school district;
- ☐ Credential Request for Recommendation Form and \$25 check made out to CSU, Chico; and
- ☐ Submission of a Memorandum of Understanding regarding hiring a distance supervisor, if necessary.

Final requirements before you can receive your Intern Credential and begin teaching:

- ☐ Promptly submit and pay for online application for your credential, when requested by the CTC via email.

Requirements during the internship:

- ☐ Document number of support hours and submit a record of such to Intern Advisor at the end of every semester during the internship
(<https://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>);
- ☐ Work with the School of Education Program Coordinator to design an academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential;
- ☐ Complete all coursework in the timeframe and class format (e.g. in-person classes, Zoom courses, etc.), as prescribed by individual course instructors;
- ☐ Notify the School of Education of any changes in employment during the internship;
- ☐ Maintain continuous enrollment in required credential coursework for the duration of the internship, and maintain good standing in the credential program and the University;
- ☐ Meet all general credential obligations, as required of non-intern candidates;
- ☐ Communicate with school site and district personnel to ensure compliance with all employment requirements and responsibilities;
- ☐ Acknowledge that any relevant information regarding job performance and/or academic achievement may be shared between the employer and the School of Education; and
- ☐ Promptly complete all necessary paperwork for the internship, including that required by the Commission on Teacher Credentialing.

I have discussed all of the requirements for an internship with the Intern Coordinator. I understand the requirements and my responsibilities. (Please keep a copy of this document for your records.)

Candidate Name

Candidate Signature

Date

I have advised the above student and will approve the proposed internship if all requirements are met.

School of Education Intern Coordinator Signature

Date

School of Education Director Signature

Date

Credentials/Certificates held (check all that apply):

Preliminary credentials are not permitted nor do they qualify for a Local Support Teacher.

☐ Multiple Subject

☐ Single Subject Subject Area(s): _____

☐ Education Specialist Specialization: _____

☐ English Learner (EL) Authorization type: _____

CTC Credential Document Number(s): _____

Supplementary or Subject Matter Authorization(s): _____

Is your credential Clear/Life? ☐ Yes ☐ No

Highest degree held: ☐ Bachelor's ☐ Master's ☐ Doctorate

Have you previously served as a Local Support or Cooperating Teacher? ☐ Yes ☐ No

Please describe your previous supervision experience, if any:

=====

Paid Intern Name: _____

I have read and agree to fulfill the Local Support Teacher Responsibilities as outlined in the Paid Internship Agreement and as detailed above.

Signature: _____

Date: _____

**Site Agreement for Furnishing Experience
For Academic Internship and/or Service-Learning**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Sacramento ("University")** and **Marysville Joint Unified School District ("Learning Site")**. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

RECITALS

The University has approved courses and such courses require directed observation and/or practical experience for students in various fields of study.

The Learning Site has facilities for furnishing directed observation and/or practical experience to the University's students.

It is to the benefit of the University that its students be permitted to use the facilities of the Learning Site for their learning experience.

It is to the benefit of the Learning Site to contribute to the education of the University's students.

There shall be no monetary obligations on the part of one party to the other.

The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

This Agreement shall replace and supersede any existing agreement between the parties for student placement for similar activities under Academic Internship and/or Service Learning. This agreement shall not replace any existing agreement for Nursing, Allied Health, Social Work or Teacher Education activities.

I. Learning Site's Responsibilities

- A. Provide directed observation and practical experience in the general operation of the Learning Site's business and in the use of appropriate facilities for learning experience for training of students enrolled in a Service-Learning or Academic Internship program who are designated by the University and approved by the Learning Site for such experience. The practical experience for any one student shall cover such period of time as may be mutually agreed upon by both parties.
- B. Permit members of the Learning Site's staff, supervisors, and other personnel to participate, as their time may permit, in the practical experience of the students and their learning experience.
- C. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify Academic Internship and/or Service Learning hours and give feedback.
- D. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning information detailing where students check-in and how they log their time. Agree to sign off on student time logs for Academic Internship and/or Service Learning.
- E. Provide student with a written description of the student's tasks and responsibilities.

- F. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- G. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test as required by the Learning Site and obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- H. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- I. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
- J. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

II. University's Responsibilities

- A. Designate the students enrolled in the qualifying courses of the University to be assigned to the Learning Site, subject to the approval of the Learning Site.
- B. Agree that the students shall be subject to requirements and restrictions specified jointly by the representatives of the University and the Learning Site.
- C. Award academic credit to students who complete the requirements of the Service-Learning or Internship program if applicable.
- D. Upon written request by the Learning Site, and mutual agreement between both parties, the University will withdraw any student who fails to observe the regulations of the Learning Site.
- E. Advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Learning Site.
- F. Advise students of their responsibilities per Section III of this Agreement.

III. Student's Responsibilities

- A. Participate in all training required by the Learning Site.
- B. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
- C. Complete all assigned tasks and responsibilities in a timely and efficient manner.
- D. Abide by the Learning Site's rules and standards of conduct.
- E. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

F. Complete all paperwork (e.g. forms, Time Logs, etc. as required by the University and Learning Site.

IV. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status ("Protected Characteristics") and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Learning Site acknowledges that the University reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation under the terms of California State University Executive Orders 1097 and 1096 (which can be found at <http://www.calstate.edu/eo/>). If the Learning Site receives a complaint from a student at the Learning Site alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Learning Site will promptly notify the Sacramento State Office for Equal Opportunity (<http://www.csus.edu/hr/departments/equal-opportunity/>) so that appropriate action may be taken. This report will be made even if the Learning Site has its own policies and/or procedure for addressing harassment and discrimination concerns.

V. Status of University and Learning Site

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students may be paid by the Learning Site at the Learning Site sole discretion.

VI. Insurance

- A. Each Party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- B. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities.
- C. All students performing Academic Internships or Service-Learning who are registered in for-credit courses for which the Academic Internship or Service-Learning experience is required are covered with general and/or professional liability insurance through the California State University Risk Management Authority (CSURMA) Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP).

VII. Indemnification

The Learning Site and The University agree to indemnify, defend, and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs arising out of the negligence or willful misconduct of their respective officers, employees, or agents in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

VIII. Term and Termination

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for five (5) years.
- B. Termination. This Agreement may be terminated at any time by upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. General Provisions

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Neither party shall voluntarily, or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. FERPA. The Family Educational Rights and Privacy Act of 1974, as amended (FERPA) seeks to guarantee both a student's right of access to education records, financial aid records, and financial records, and the confidentiality of student information. Information otherwise protected by FERPA that is relevant to the student's performance at the Learning Site may be shared by University so long as it falls within the scope of the Sacramento State Student Consent for Release of Records which is signed by the Student. Neither party to this Agreement may disclose information protected by FERPA to any third party without the written consent of the student.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

- H. Counterparts. This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
- I. Notices. Any notices required or permitted hereunder shall be in writing and shall be sent to the parties by certified or registered mail, return receipt requested, or by electronic mail which may include .pdf documents, at the address set forth below, however acceptance of any proposed changes shall occur in accordance with Section IX General Provisions, A. Amendments of the agreement:

University:

California State University, Sacramento
Procurement and Contract Services
6000 J Street, MS 6008
Sacramento, CA 95819

Learning Site:

Marysville Joint Unified School District
1919 B St
Marysville CA 95901
<http://www.mjUSD.com/>
(530) 741-6000

X. Execution

IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made. This Agreement has been executed by the parties as of the date last written below.

On behalf of University

By: _____
Tiffany Tsang
Contract Specialist

Date

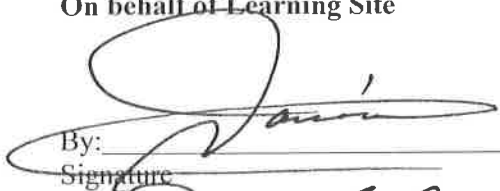
On behalf of Learning Site

By: _____
Signature

Printed Name

Title

Date



RAMIRO G. CARREON

ASST. Supt / PERSONNEL

9/1/2019

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INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective September 1, 2019, (“**Effective Date**”) by and between Marysville Joint Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Yuba (individually or collectively, “**District**”), Marysville Joint Unified School District and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

- 1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days written notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
- 2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
- 3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening. Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.

A handwritten signature, possibly reading "BO", in dark ink.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
 - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
 - j. National University provides district employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations
 - k. District sites with interns must have a fully qualified Credentialed administrator.
 - l. University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
 - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".

- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
 - c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
 - d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
 - e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
 - f. **District and University** shall independently determine the qualifications of their respective supervisors.
 - g. **District's Site Support Provider/Site Supervisors and University's Support Provider/University Supervisors** will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - h. **District's Site Support Provider/Site Supervisors and University's Support Providers/University Supervisors** will meet without the Intern to discuss the Intern's progress, as needed.
 - i. Concurrent with an Intern's experience at **District, University** will hold Program orientation seminars for Interns and training seminars for **District Site Support Providers/Supervisors**. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - j. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - l. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. **Academic Responsibility.** **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. **Duration of Internship.** Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. **Assessment.** Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District Site Support Provider/Site Supervisor** and the **University Support Provider/University Supervisor**.
13. **Video Assessment.** District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The District shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.
14. **Control, Supervision, Evaluation of Video Recording.** The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. Indemnity. The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable 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 the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable 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 the **University**, its officers, employees, or agents.

16. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
18. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
19. Confidentiality of Student Intern Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.
20. Confidentiality of District Pupil Records. No Intern 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 Interns 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. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns 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.
21. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
22. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
24. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
25. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
26. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

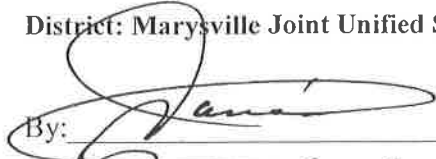
University: National University

Contact: Isabel Gonzalez
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

Dated: _____

District: Marysville Joint Unified School District

By: 
Name: RAMIRO G. CARREON
Title: ASST. Supt/PERSONNEL
Address: 1919 B STREET
MARYSVILLE, CA 95901
Telephone: 530.749.6144
Dated: 9/1/2019

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EXHIBIT A

Internship Programs

District and University wish to partner to support the following Programs:

Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology

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NATIONAL UNIVERSITY

STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on September 1, 2019, made by and between National University, a California non-profit public benefit corporation (the "University") and Marysville Joint Unified School District a public entity (the "District"), with reference to the following facts:

ARTICLE 1 **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

ARTICLES 2 **DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all

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requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

ARTICLE 3

TERMS AND CONDITIONS

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. University shall provide the District for supervision of Student Teaching or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The University determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the District. District acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A". District shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at earliest convenience following the date the District's invoice is received.

3.5 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Marysville Joint Unified School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an

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examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

3.10 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of District Pupil Records. No Student 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 Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Students of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Student is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Students shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party 30 days' written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable 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 Board, officers, agents, or students.

District shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 District, its Board, officers, agents, employees or volunteers.

4.7 Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate

with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

NATIONAL UNIVERSITY, a California non-profit public benefit corporation

By _____ Dave C.
Lawrence, MBA, EdD
Vice Chancellor, Finance

Date _____
National University
School of Education
11255 N. Torrey Pines Road
La Jolla, CA 92037

For contact/contract return:
Isabel Gonzalez
Credentials Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

Marysville Joint Unified School District

By  Signature

By RAMIRO G. CARREON Name
Typed or Printed

Title Asst. Supt./PERSONNEL

Date 9/1/2019

District Address/Telephone:

1919 B STREET
Street

MARYSVILLE, CA 95901
City State Zip

530.749.6144
Phone

EXHIBIT A

Student Teaching & Practicum Programs

District and University wish to partner to support the following Student Teaching & Practicum Programs:

Teacher Education Credential
 Special Education Credential
 Preliminary Administrative Services Credential
 Pupil Personnel Services Credential – School of Counseling
 Pupil Personnel Services Credential – School of Psychology

Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	$300 \times .25 = \$75$	One Period	33%	$300 \times .33 = \$99$ rounded to \$100
Two Periods	50%	$300 \times .50 = \$150$	Two Periods	66%	$300 \times .66 = \$198$ rounded to \$200
Three Periods	75%	$300 \times .75 = \$225$	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

Superintendent Approval
Signature: [Signature]
Date: 8-21-19



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No.
PRO Team Sales Rep:

00049191
Samantha Smith

Offer Date:

samantha.smith@newsela.com
May 21, 2019

To Cedar Lane Elementary
841 Cedar Ln
Olivehurst CA 95961-6698
United States

Billing Information

Billing Terms: Net 30 Days
Only fill out if you are not the Billing Contact:
Billing Contact:
Billing Contact Title:
Billing Phone:
Billing Email:

Term: 366 Days
Target Start Date: September 15, 2019
Target End Date: September 14, 2020

Services/Products:

Qty	School	Product	Line Total
1	Cedar Lane Elementary	Newsela PRO School License	\$4,000.00
Contract Grand Total			\$4,000.00

The subscription for the Services/Products shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Year"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above and (b) the date on which this Agreement has been executed by the Customer (the "Execution Date"). The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Services/Products during the Term of a Contract Year shall not extend Newsela's obligation to deliver those Services/Products beyond the Subscription End Date of that Contract Year.

Following the Subscription End Date, this Customer Agreement will automatically renew for the Services/Products licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Year, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. If payment is made by credit card, a 3.0% fee for the convenience of paying through a third party will be applied to the invoice. Service will be suspended at

Newsela's discretion if payment is not received by Newsela within thirty (30) days of the date of this Customer Agreement. Failure of the Customer to use the Service/Product shall not relieve Customer of its obligation to pay hereunder. Please note that certain Services/Products are subject to applicable state sales tax. If you wish to claim an exemption, please provide Newsela with a copy of your state sales tax exemption certificate.

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Number:

PO Amount: \$

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:

Date of Signature:

Comment:

Newsela PRO School License includes:

- Unlimited teacher-student relationships across the school
- Access to Newsela's entire library of content
- Access to PRO Teacher Resources on all current events articles
- Access to student activities to build comprehension and engagement
- Ability to view, grade, and track progress on student assignments
- Click-to-chat and click-to-call support at support.newsela.com
- School Binder access for select colleagues in the school

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Newsela

Registered Office: 475 10th Ave, 4th Floor, New York NY 10018. United States of America



CONTRACT SERVICES AGREEMENT

Anna McKenney Intermediate School – Learning By Design LLC

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into on 9/10/19 (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 **2019-20** commencing from **September 30, 2019-June 30, 2020**.

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A**. (hereinafter, the “Approved Rate Schedule”).

B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **Fifteen Thousand Dollars and No Cents (\$15,000.00)** (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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Superintendent Approval
Signature: Maria Nielsen
Date: 8-28-19

- 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, Joe Seiler (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 its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind**



coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

Friday, September 30, 2019
Tuesday, December 2, 2019
Tuesday, January 24, 2020

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 10, 2019

To the Superintendent of Public Instruction:

2018-19 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Violette Begley
Name
Director of Fiscal Services
Title
530-749-4856
Telephone
violette.begley@yubacoe.k12.ca.us
E-mail Address

For School District:

Jennifer Passaglia
Name
Director of Fiscal Services
Title
530-749-6125
Telephone
jpassaglia@mjud.com
E-mail Address

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2019-20/06

On Motion by Trustee _____

Duly seconded by Trustee _____

**ADOPTING THE DISTRICT'S GANN LIMIT
(Pursuant to G.C. 7902.1)**

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriations limits, commonly called "Gann limits," for public agencies including school districts; and

WHEREAS, the District must establish a revised Gann limit for the 2017-18 fiscal year and a projected Gann limit for the 2018-19 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limit for the 2017-18 and 2018-19 fiscal years are made in accordance with applicable constitutional and statutory law; and

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2017-18 and 2018-19 fiscal years do not exceed the limitations imposed by Proposition 4; and

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this District.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 11th day of September 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena
Secretary - Board of Trustees

Frank J. Crawford
Vice President - Board of Trustees

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	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	61,565,176.01		61,565,176.01			63,582,084.42
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	9,507.93		9,507.93			9,471.77
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	9,084.25		9,084.25	9,236.13		9,236.13
2. Total Charter Schools ADA (Form A, Line C9)	387.52		387.52	392.07		392.07
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			9,471.77			9,628.20
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2018-19 Actual			2019-20 Budget		
1. Homeowners' Exemption (Object 8021)	180,445.92		180,445.92	176,357.00		176,357.00
2. Timber Yield Tax (Object 8022)	89,238.63		89,238.63	73,041.00		73,041.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	14,222,085.52		14,222,085.52	13,057,723.00		13,057,723.00
5. Unsecured Roll Taxes (Object 8042)	553,248.54		553,248.54	524,514.00		524,514.00
6. Prior Years' Taxes (Object 8043)	21,600.66		21,600.66	316.00		316.00
7. Supplemental Taxes (Object 8044)	757,770.47		757,770.47	8,597.00		8,597.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,577,686.16		2,577,686.16	2,531,338.00		2,531,338.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	138,117.45		138,117.45	114,173.00		114,173.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	18,540,193.35	0.00	18,540,193.35	16,486,059.00	0.00	16,486,059.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	18,540,193.35	0.00	18,540,193.35	16,486,059.00	0.00	16,486,059.00

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	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			932,746.65			9,337,928.58
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			932,746.65			9,337,928.58
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	85,943,141.65		85,943,141.65	92,790,157.00		92,790,157.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	898,764.59		898,764.59	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	86,841,906.24	0.00	86,841,906.24	92,790,157.00	0.00	92,790,157.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	127,944,094.83		127,944,094.83	127,652,409.00		127,652,409.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	734,697.42		734,697.42	468,450.00		468,450.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			61,565,176.01			63,582,084.42
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9962			1.0165
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			63,582,084.42			67,119,489.58
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			18,540,193.35			16,486,059.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,136,612.40			1,155,384.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			45,974,637.72			59,971,359.16
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			45,974,637.72			59,971,359.16
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			372,605.18			281,611.59
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			18,912,798.53			16,767,670.59
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			45,602,032.54			59,689,747.57
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			18,912,798.53			
b. State Subventions (Line D8)			45,602,032.54			
c. Less: Excluded Appropriations (Line C23)			932,746.65			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			63,582,084.42			

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* Please provide below an explanation for each entry in the adjustments column.

530-749-6125
Contact Phone Number

Marysville Joint Unified School District

Resolution 2019-20/07

**RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS
EDUCATION CODE SECTION 60119**

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District held a public hearing on September 24, 2019, at 5:30 PM in order to comply with the requirements of *Education Code* Section 60119, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours; and

WHEREAS, the Board of Trustees provided at least a ten (10) day notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing; and

WHEREAS, the Board of Trustees encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Board of Trustees at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district; and

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home; and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the attached addendum; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and

NOW, THEREFORE, BE IT RESOLVED that for the 2019-20 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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THE FOREGOING RESOLUTION was passed and adopted at its regular meeting of the Board of Trustees of the Marysville Joint Unified School District on September 24, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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Marysville Joint Unified School District Current Core Programs

2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, World of Wonders, ©2015, Gr. TK

McGraw Hill, Wonders, ©2015, Gr. K-6

Intervention: 2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, Reading Wonderworks, ©2015, RSP K-6

McGraw Hill, FLEX, ©2015, SDC 3-5

Reading/Language Arts/English Language Development Board Approval 7-8

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 7-8, 5/9/17

Reading/Language Arts/English Language Development Board Approval 9-12

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 9-12, 5/9/17

Worth Publishers, Hollywood Goes to High School, (Film as Literature, English 12) ©2005, 6/23/15

Intervention: Reading/Language Arts/English Language Development Adoption 6-8

Voyager Sopris Learning, Language! Live, ©2018, 5/28/19

Intervention: Reading/Language Arts/English Language Development Adoption 9-12

Pearson, Inspire Literacy, iLit45, ©2018, 2/27/18

Advanced Placement Reading/Language Arts/English Language Development Board Approval 9-12

Bedford - St. Martin's, Literature & Composition, AP, ©2011, 6/23/15

Bedford - St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, AP, ©2014, 7/28/2015

Bedford - St. Martin's, 50 Essays: A Portable Anthology, AP, ©2011, 9/10/2013

2006 History/Social Science K-8

McGraw Hill, Impact California Social Studies, ©2019, Gr. K-5, 5/14/19

Pearson Scott Foresman and Prentice Hall: California History-Social Science: myWorld Interactive ©2019, Gr. 6-8, 5/22/18

History/Social Science Board Approval 9-12

World History: Pearson World History, The Modern World ©2016, Gr. 9-12, 5/22/18

US History: Pearson United States History, The Twentieth Century ©2016, Gr. 9-12, 5/22/18

Economics: Pearson Economics, Principles in Action ©2016, Gr. 9-12, 5/22/18

Civics: Pearson Magruder's American Government ©2016, Gr. 9-12, 5/22/18

Advanced Placement History/Social Science Board Approval 9-12

Longman - Pearson, Government in America: People, Politics, and Policy 15th Edition AP Edition, ©2011, 2/3/2016

McGraw Hill, American History: Connecting with the Past - AP - 15th Edition, ©2015, 6/23/15

McGraw Hill, The Science of Psychology, AP, ©2014, 6/23/2015

Prentice Hall, Government in America, People, Politics, and Policy, 5th Edition, AP, ©2006, 9/12/2006

Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

2014 Mathematics Adoption K-8

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K-8

Mathematics Board Approval 9-12

Addison Wesley, Pre-Calculus 10/14/03

Integrated Mathematics I, II, III: (Big Ideas Learning, LLC) ©2016, 5/22/2018

Pearson Precalculus: Graphical, Numerical, Algebraic, Common Core, 9th Edition, ©2015, 7/19/2016

Prentice Hall, Calculus, ©2003, 10/14/03

Advanced Placement Mathematics Board Approval 9-12

Pearson, Calculus: Graphical, Numerical, Algebraic AP Edition, AP Calculus, ©2015, 11/17/2015

2007 Science Adoption

MacMillan Macmillan/McGraw- California, Science, ©2008, Gr. K-5

Holt, Rinehart and Winston, California, Science Earth, Life, and Physical Science, ©2007, Gr. 6-8

2019 Science Pilot

McGraw Hill, California Inspire Science, ©2020, Gr. K-8 (Fall Pilot Pending Board Approval 9/10/19)
 Pearson, California Elevate Science, ©2020, Gr. K-8 (Spring Pilot Pending Board Approval 9/10/19)
 Houghton Mifflin Harcourt, California Science Dimensions, ©2020, Gr. 9-12 (Fall Pilot Pending Board Approval 9/10/19)
 McGraw Hill, California Inspire Science, ©2020, Gr. 9-12 (Spring Pilot Pending Board Approval 9/10/19)

Science Board Approval 9-12

Addison-Wesley, The Cosmic Perspective, Plus Mastering Astronomy with eText 7th Edition, Dual Enrollment YC, Introduction to Astronomy, ©2013, 1/26/2016
 Cengage Learning, Agriscience Fundamentals and Applications – 5th Edition, ©2009, 2/24/15
 Course Technology, 6th Edition, New Perspectives HTML and CCS, Dual Enrollment YC, Computer Science, Beginning Web Publishing, ©2011, 1/26/16
 Delmar - Cengage Learning, Managing Our Natural Resources – 5th Edition, ©2009, 9/9/14
 Delmar: Cengage Learning, Floriculture: Designing & Merchandising, ©2011, 2/24/2015
 Delmar: Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, 5/10/2016
 Holt, Rinehart, and Winston, Biology, ©2008, 1/24/07
 Holt, Rinehart, and Winston, Chemistry, ©2007, 4/24/07
 Holt, Rinehart, and Winston, Environmental Science, ©1996, 4/13/04
 Holt, Rinehart, and Winston, Life Science, ©1986, 4/24/07
 Holt, Rinehart, and Winston, Modern Earth Science, ©2002, 9/11/12
 Holt, Rinehart, and Winston, Physical Science, ©2007, 4/24/07
 Holt, Rinehart, and Winston, Physics, ©2007, 4/24/07
 McDougal Littell, Biology, ©2007, 4/24/07
 Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/06
 Pearson Learning Solutions, Engineering, Dual Enrollment YC, Engineering 10, ©2013, 10/27/2015
 Pearson, On Cooking: A Textbook of Culinary Fundamentals - 5th Edition, ©2015, 6/23/15
 Pearson, Technology Skills for Success, ©2014, 7/28/2015
 Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015
 Prentice Hall, Earth Science (Geo Science), 4 ©2006, 4/24/07
 Soil Science & Management, Sixth Edition, 6/27/17

Advanced Placement Science Board Approval 9-12

Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry 9th Edition, ©2014, 8/13/13
 Pearson, AP Edition, Campbell, Biology in Focus, AP, ©2014, 6/25/13

World Language Board Approval 9-12

EMC Publishing, Somos Asis 2, 3, and 4, ©1994, 5/13/14, 5/17/94
 Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 5/13/14, 6/23/15
 Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, 5/13/14, 9/13/16
 Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/13/14, 5/24/16
 Pearson, Abriendo Paso Temas y Lecturas/Gramatica, ©2013/14, 1/23/18

2019 World Language Pilot 7-8

Holt McDougal, ¡Avancemos! Spanish Course 1, ©2013, (Fall Pilot Pending Board Approval 9/10/19)

Advanced Placement Foreign Language Board Approval 9-12

Vista Higher Learning, TEMAS: AP Spanish Language and Culture, AP, ©2014, 2/23/2016

Electives Board Approval 9-12

Delmar: Cengage Learning, Soil Science and Management 6th Edition, ©2014, (CTE) 6/27/2017
 Pearson Learning Solutions, Technology Skills for Success, Dual Enrollment YC, Computer Literacy ©2014, 7/28/2015
 Pearson, On Cooking (Dual Enrollment YC, Culinary Art I, Culinary Art 2), ©2015, 6/23/17
 Thompson, Introduction to Sports Medicine Taping and Bracing, ©2004, 10/22/13
 Thomson Delmar Learning, Introduction to Medical Terminology, 1st Edition, ©2004, 4/8/14
 Wadsworth Cengage Learning, Beginning Essentials Early Childhood Education, 2nd Edition, ©2013, 11/12/13

Health Board Approval 9-12

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for Middle School, ©2018, 11/14/2017

Health Board Approval 9-12

Globe Fearon Pearson Learning Group, Health: Pacemaker, ©2005, 3/12/13
 Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/94
 Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for High School, ©2018, 11/14/2017
 Pearson, Health: The Basics, 13th Edition, ©2018, 1/23/18