



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 29th day of July, 2020, by and between **Marysville Unified School District** located at 1919 B Street Marysville, CA 95901, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 1050 Fulton Avenue Suite 235 Sacramento, CA 95825 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

Section 3.12 Incident Reports. EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- ☒ Weekly
☐ Bi-weekly
☐ Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

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

ATTN: Accounts Payable

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of

receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Marysville Unified School District
1919 B Street
Marysville, CA 95901
ATTN: Jessica Guth

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
1050 Fulton Avenue Suite 235
Sacramento, CA 95825
ATTN: **Greg Johnson**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA /HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

MARYSVILLE UNIFIED SCHOOL
DISTRICT:

Penny Lauseng
Signature

Penny Lauseng
Printed Name & Title

8/11/20
Date

Asst. Supt. of Business
Services

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Andrea Torres
Signature

Andrea Torres - Asst. Controller
Printed Name & Title

7/29/2020
Date

ATTACHMENT A
Marysville Unified School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective 29th July 2020:

Service	Rate
LVN/RN	\$53
District RN	\$80 - \$100
Occupational Therapist	\$80 - \$110
Physical Therapist	\$80 - \$110
Speech Language Pathologist	\$80 - \$125
COTA / PTA / SLPA	\$70
School Psychologist	\$80 - \$125
Behavior Technician	\$50
SPED Teacher	\$85
LCSW	\$90
MSW	\$85
LMFT	\$90
BCBA	\$125

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$According to CA State Law per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

MARYSVILLE UNIFIED SCHOOL
DISTRICT:

Penny Lauseng
Signature

Penny Lauseng
Printed Name & Title

8/11/20
Date

Asst. Supt. of Business
Services

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Andrea Torres
Signature

Andrea Torres - Assistant Controller
Printed Name & Title

7/29/2020
Date



ASSIGNMENT ADDENDUM TO FACILITY STAFFING AGREEMENT
MAXIM HEALTHCARE STAFFING SERVICES, INC.
EXTENDED LOCAL STAFFING RATES FOR
MARYSVILLE UNIFIED SCHOOL DISTRICT

MAXIM agrees to assign Jogesh Gherra, Lisenced Vocational Nurse, (hereinafter referred to as "EMPLOYEE") to the School District unit of FACILITY for a period of 2020-2021 school year, commencing on August 12th 2020.

FACILITY agrees to utilize EMPLOYEE for the period of time stated above, with the option to extend such time periods indefinitely upon written agreement by MAXIM. FACILITY agrees to pay MAXIM \$53 per hour, with a minimum of Twetny (20) hours per week, for hours worked by EMPLOYEE at FACILITY.

Placement Period. FACILITY agrees to utilize MAXIM EMPLOYEE for a specified period of time. If, for any reason other than as specified in Section 3.6 of the Agreement, FACILITY does not utilize the assigned MAXIM EMPLOYEE for the timeframe specified in this Addendum, FACILITY will pay MAXIM fifty percent (50%) of the amount due to MAXIM for the remainder of the term set forth above.

Last Cancel. FACILITY will not cancel the MAXIM Personnel supplied under this Agreement until all other temporary personnel from other nursing agencies in similar positions have been canceled.

MARYSVILLE UNIFIED SCHOOL
DISTRICT:

Signature

Printed Name & Title

Date

Penny Lausong
Penny Lausong
8/11/20
Asst. Supt. of Business
Services

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Printed Name & Title

Date

Andrea Torres

Andrea Torres - Assistant Controller

8/3/2020



ASSIGNMENT ADDENDUM TO FACILITY STAFFING AGREEMENT
MAXIM HEALTHCARE STAFFING SERVICES, INC.
EXTENDED LOCAL STAFFING RATES FOR
MARYSVILLE UNIFIED SCHOOL DISTRICT

MAXIM agrees to assign Pamela Geving, Occupational Therapist, (hereinafter referred to as "EMPLOYEE") to the School District unit of FACILITY for a period of 2020-2021 school year, commencing on August 12th 2020.

FACILITY agrees to utilize EMPLOYEE for the period of time stated above, with the option to extend such time periods indefinitely upon written agreement by MAXIM. FACILITY agrees to pay MAXIM \$110 per hour, with a minimum of Forty (40) hours per week, for hours worked by EMPLOYEE at FACILITY.

Placement Period. FACILITY agrees to utilize MAXIM EMPLOYEE for a specified period of time. If, for any reason other than as specified in Section 3.6 of the Agreement, FACILITY does not utilize the assigned MAXIM EMPLOYEE for the timeframe specified in this Addendum, FACILITY will pay MAXIM fifty percent (50%) of the amount due to MAXIM for the remainder of the term set forth above.

Last Cancel. FACILITY will not cancel the MAXIM Personnel supplied under this Agreement until all other temporary personnel from other nursing agencies in similar positions have been canceled.

MARYSVILLE UNIFIED SCHOOL
DISTRICT :

Penny Laurseng
Signature

Penny Laurseng
Printed Name & Title

8/11/20
Date

Asst. Supt. of Business
Services

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Andrea Torres
jutorres@maxhealth.com

Signature

Andrea Torres - Assistant Controller

Printed Name & Title

07/30/2020

Date



September 24, 2020

Dear Maxim Partner,

Maxim Healthcare Staffing Services, Inc. is currently a certified staffing firm through The Joint Commission's Health Care Staffing Services program. Maxim Staffing Solutions would like to take this opportunity to notify its client facilities of certain procedures that are required of Maxim Staffing Solutions by The Joint Commission. Maxim Staffing Solutions will provide services according to the attached procedures to all of its clients.

Please feel free to contact your local Maxim Staffing Solutions representative if you have any questions about the attachment. As always, Maxim Staffing Solutions appreciates your business and we look forward to a continued mutually beneficial relationship.

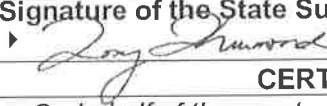
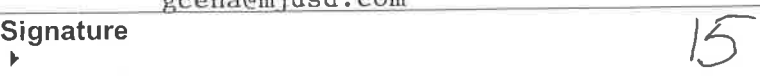
Sincerely,

Maxim Healthcare Staffing Services, Inc.

Maxim Healthcare Staffing Services, Inc.

- MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:
 - 1) Possess current state license/registration and/or certification.
 - 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
 - 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
 - 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
 - 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - 7) Completed MAXIM standard OSHA and HIPAA training.
- Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.
- MAXIM encourages FACILITY to provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY should review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.
- Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- FACILITY should report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM.
- MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Pursuant to Maxim policy, a conflict of interest is defined as an actual or potential conflict of interest occurs when an employee is in a position to influence a decision, may result in a personal gain for that employee, or his relative, or someone else known to the employee.

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731		CDE GRANT NUMBER				
		FY	PCA	Vendor Number	Suffix	
		20	25437	72736	00	
Attention Gary Cena		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Program Office		Resource Code	Revenue Object Code		58	
Telephone (530) 842-2521		6387	8590		INDEX	
Name of Grant Program Career Technical Education Incentive Grant					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	0	0	\$228,463	0	July 1, 2020	December 31, 2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Chambers, Associate Governmental Program Analyst Career and College Transition Division; Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Erle Hall				Job Title Education Programs Consultant		
E-mail Address Ehall@cde.ca.gov				Telephone (916) 323-2564		
Signature of the State Superintendent of Public Instruction or Designee 				Date February 17, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.						
Printed Name of Authorized Agent Gary Cena				Title Superintendent		
E-mail Address gcena@mjusd.com				Telephone 530-741-6101		
Signature 				Date 03/23/2021		

**LICENSE AGREEMENT
THE REGENTS AS LICENSEE**

THIS AGREEMENT is dated March 24, 2021 ("Effective Date"), by and between MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district (Licensor ") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property located at Browns Valley Elementary School at 9555 Browns Valley School Rd., Browns Valley, CA 95901, (the "Premises"), as shown on the attached Exhibit "A", which is incorporated by reference, for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use. Licensor hereby grants to Licensee, and to its agents and contractors, a non-exclusive License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of installation and operation of a new weather station on the Browns Valley Elementary School campus. The station includes measurements of precipitation, relative humidity, air temperature, solar radiation, pressure, and wind speed, and soil moisture content and soil temperature at 6 different depths. The scientific goals of the instrumentation campaign are to observe and monitor the atmosphere and landscape of the watershed, both during dry periods and during major storms generally associated with atmospheric rivers. The educational goals include opportunities for students to interact with research-grade instrumentation; opportunities for live in-person demonstrations and interactive lectures during maintenance visits by Scripps scientists; potential to develop lessons with teachers using data collected locally; potential to develop an online weather portal for Yuba County and nearby regions that is accessible and useful to learners of all ages including Browns Valley Elementary School students; and other opportunities.
_("License").

2. Term. This License shall commence upon the Effective Date and shall continue until June 30, 2026, ("Term").

3. Consideration. As total consideration for this License, Licensee shall abide by all of the terms and conditions provided in this License.

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way of record and to such other matters concerning use of the Premises as are within the actual knowledge of Licensee.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

6. Permits. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies.

7. No Interference. Licensee shall not unreasonably interfere with the normal operation and activities of Licensor, and Licensee shall use ordinary care in its activities on the Premises to minimize damage to the Premises and inconvenience to Licensor, its agents, employees and invitees.

8. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensor's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of its earlier termination. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 12 and 13 shall continue until repair and restoration is completed as provided herein.

9. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensor shall send Licensee a written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall commence performance within such ten (10) day period and, thereafter, diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

10. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: Assistant Superintendent Business Services
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901

Licensee: If by U.S. Mail:

The Regents of the University of California
c/o Executive Director-UCSD Real Estate
9500 Gilman Drive, 0982
La Jolla, CA 92093-0982

If by messenger:

The Regents of the University of California
c/o Executive Director-UCSD Real Estate
10280 North Torrey Pines Road, Suite 340
La Jolla, CA 92037

or to such other address as a party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system.

12. Indemnification.

12.1 Licensor's Obligation. Licensor shall indemnify, defend, and hold harmless Licensee, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensor, its officers, agents, partners or employees.

12.2 Licensee's Obligation. Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents, partners and employees, from and against any Claims, arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

13. Insurance.

13.1 Licensor's Insurance. Licensor, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence \$2,000,000
2. Products/Completed Operations Aggregate \$2,000,000
3. Personal and Advertising Injury \$2,000,000
4. General Aggregate \$5,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

C. Property, Fire and Extended Coverage Insurance in an amount equal to one hundred percent (100%) of the full replacement value of the building in which the Premises are located to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.

D. Workers' Compensation as required by California law.

The coverages required herein shall not limit the liability of Licensor.

The coverages referred to under A. and B. of this Section 13.1 shall include Licensee as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensor, its officers, agents, partners and employees. Licensor, upon the execution of this License, shall furnish Licensee with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensee of any material modification, change or cancellation of the above insurance coverages.

13.2 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force and maintain insurance as follows:

A. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

1. Each Occurrence \$2,000,000
2. Products/Completed Operations Aggregate \$2,000,000
3. Personal and Advertising Injury \$2,000,000

B. Business Automobile Liability Self-Insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

C. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.

D. Workers' Compensation as required under California State law.

The coverages required under this Section 13.2.A, B and C shall not limit the liability of Licensee.

The coverages referred to under this Section 13.2.A and B. shall include Licensor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, employees, and agents. Licensee upon the execution of this License shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

13.3 Waiver of Subrogation. Licensee and Licensor hereby waive any right of recovery against the other as a result of loss or damage to the property of either Licensee or Licensor when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

14. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.

15. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement. In addition, properly executed, authorized signatures may be transmitted via facsimile or electronic mail and upon receipt shall constitute an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified immediately below their respective signatures.

LICENSOR:

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

By: _____

Name: Penny Lauseng

Title: Assist. Superintendent, Business Services

Date: _____

LICENSEE:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Jeff W. Graham

Name: Jeff W. Graham

Title: Executive Director, Real Estate

Date: _____

EXHIBIT A

Property Description

Browns Valley Elementary School
9555 Browns Valley School Rd., Browns Valley, CA 95918

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF YUBA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH,
RANGE 5 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 22; THENCE ALONG
THE NORTH LINE OF SAID SECTION NORTH 89 DEGREES 38 MINUTES EAST A
DISTANCE OF 660.0 FEET;

THENCE SOUTH 660.0 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES WEST, 660.0
FEET TO THE WEST LINE OF SAID SECTION; THENCE ALONG SAID WEST LINE
NORTH 660.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING PETROLEUM, GAS AND
OTHER HYDROCARBONS AS RESERVED IN DEED BY YUBA CONSOLIDATED GOLD
FIELDS, A CORPORATION, RECORDED JUNE 20, 1947 IN BOOK 111 OF OFFICIAL
RECORDS, AT PAGE 293.

APN: 005-260-005

PROPOSED WEATHER STATION AT BROWNS VALLEY ELEMENTARY SCHOOL

Project Summary

This document describes efforts by Center for Western Weather and Water Extremes - Scripps Institution of Oceanography scientists to install and operate new weather stations within the Yuba watershed. The stations include measurements of precipitation, relative humidity, air temperature, solar radiation, pressure, and wind speed, and soil moisture content and soil temperature at 6 different depths. We propose to install one of these stations on the Browns Valley Elementary School campus.

The *scientific goals* of the instrumentation campaign are to observe and monitor the atmosphere and landscape of the watershed, both during dry periods and during major storms generally associated with atmospheric rivers (ARs). ARs provide the majority of the annual inflows to New Bullards Bar reservoir in the Yuba watershed. Surface meteorology and soil moisture observations, along with other types of newly installed stations and pre-installed measurements of streamflow made by the Yuba Water Agency, US Geological Survey, and others, will help us to understand processes on the watershed scale, and improve our ability to forecast storms and their impacts.

The *educational goals* that will be met by placing a weather station at Browns Valley Elementary School include the following: opportunities for students to interact with research-grade instrumentation; opportunities for live in-person demonstrations and interactive lectures during maintenance visits by Scripps scientists; potential to develop lessons with teachers around using the data collected locally; potential to develop an online weather portal for Yuba County and nearby regions that is accessible and useful to learners of all ages, including Browns Valley Elementary School students. Scripps is also excited to partner with teachers to develop additional uses for the instrumentation and the collected data.

The installation of the weather stations supports the Yuba-Feather Forecast Informed Reservoir Operations (FIRO) project, a collaborative effort with the Yuba Water Agency and the California State Water Project (SWP) regarding the operations of New Bullards Bar and Oroville reservoirs. For example, the data from the instruments will:

- Improve understanding of the spatial patterns and drivers of precipitation and soil moisture within the watershed;
- Provide near-real time data on atmospheric and hydrologic conditions within the watershed

This document describes the type of instruments to be installed at the proposed **surface meteorology and soil moisture station**, the site requirements, and the data that will be collected.

Instrumentation, Site Requirements, and Data Descriptions

Surface meteorology and soil moisture, instrumentation: The soil moisture sites will include a 10 ft. tall tripod with a 11.5 ft. base diameter; or a 10 ft. tall post installed with concrete, upon which will be deployed a small solar panel, meteorological sensors for

temperature, relative humidity, pressure, wind speed and direction, solar radiation, and precipitation, an enclosure containing the datalogger, cell modem, and solar power regulator, where all the instruments are plugged in, and soil moisture and temperature at 6 depths beneath the ground (5, 10, 15, 20, 50, and 100 cm). The soil moisture and sensors are Campbell Scientific water content reflectometers, model CS616. The soil temperature sensors are Campbell Scientific thermistors, model 107. Precipitation measurements are made with tipping bucket rain gauges with 24.5cm funnels that tip at 0.1mm resolution, Texas Electronics model TE525MM. The rain gauges are not heated and do not have wind shields. They are equipped with bird spikes to discourage birds from landing on the sensors. The incoming shortwave solar radiation is measured with a Campbell Scientific digital thermopile pyranometer model CS320. Wind speed and direction are measured with RM Young anemometer model 05108. The pressure is measured with Campbell Scientific barometer model CS106. Temperature and relative humidity are measured with a CS215 probe from Campbell Scientific that uses a sensing element (Sensirion SHT75) based on Sensirion's CMOSens technology. We use a CR1000X datalogger with RV50 cell modem, SP20 solar panel and CH150 charging regulator, all from Campbell Scientific.

Surface meteorology and soil moisture, site requirements: Sites do not require any power and are maintained at minimum of once per year but otherwise on an as needed basis. During installation, an auger is used to dig out the hole for post installation for the met instruments and the rain gauge; posts are installed with quick-dry concrete. For soil moisture and soil temperature probe installation, hand excavation is used to create a trench wider than the probe and as deep as the deepest depth. The probe is inserted into the side of the trench, which is then backfilled. Soil cores will be taken during installation for calibration purposes. Conductivity measurements are taken through the soil pit with a Stevens Water HydraProbe sensor in order to determine whether the default sensor calibration can be used or whether field calibration is required. See figures 2 and 3 below for photographs of existing sites.

Surface meteorology and soil moisture, data collection and transmission: Data are collected remotely via cell modem and will be provided to our partners via CDEC/NOAA HMT/MesoWest/the CW3E website (Fig 1). Data are output every two minutes and will be updated once per hour. An example plot from a site in the Yuba watershed is shown below. (Website: <http://cw3e.ucsd.edu/cw3e-surface-meteorology-observations/>)

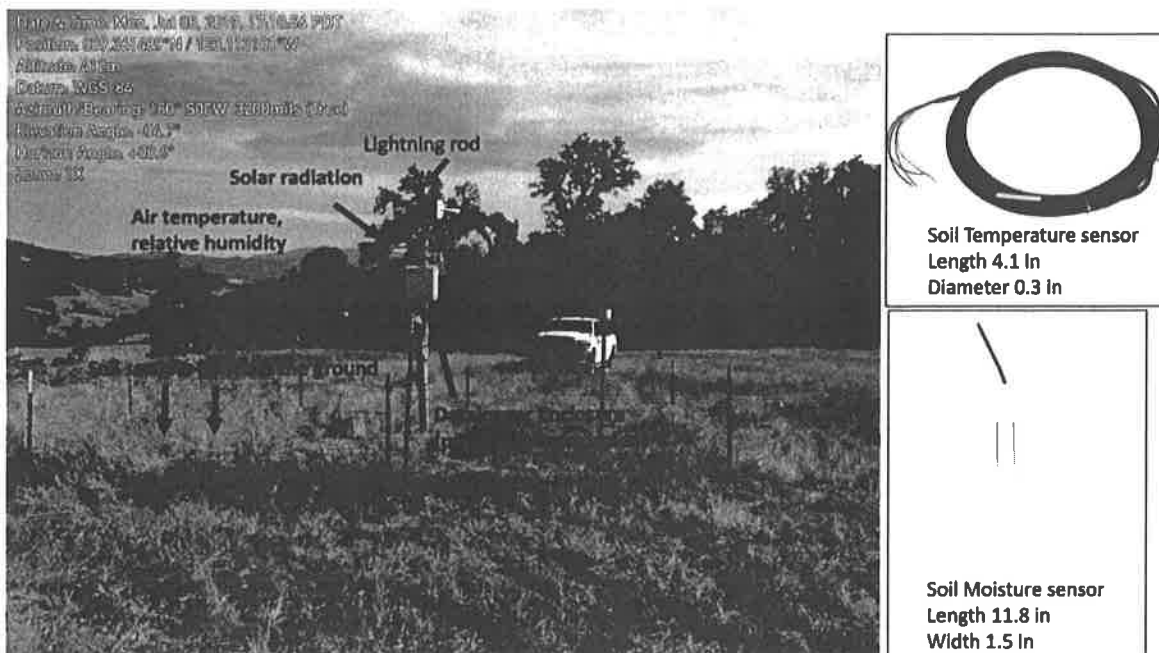
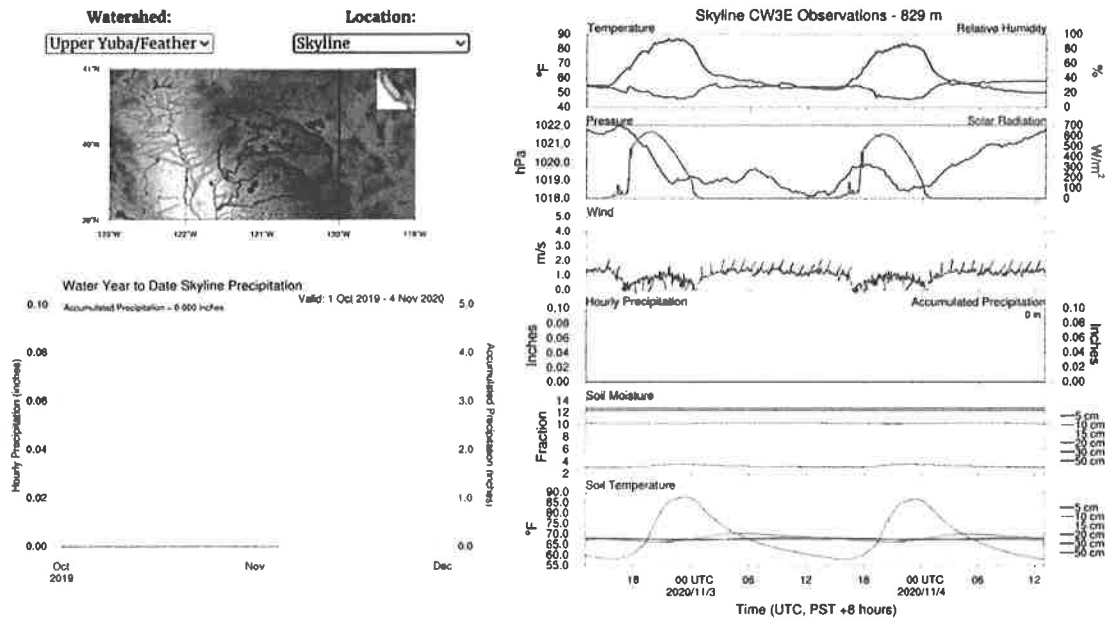


Fig 2) Surface meteorology and soil moisture instrument array example from the Potter Valley North station (Russian River watershed), showing post (installed with concrete), meteorology and soil moisture instruments and data logger. This installation is shown with a barbed wire fence since the area has cattle and wild hogs. The barbed wire fence is not necessary for all installations.

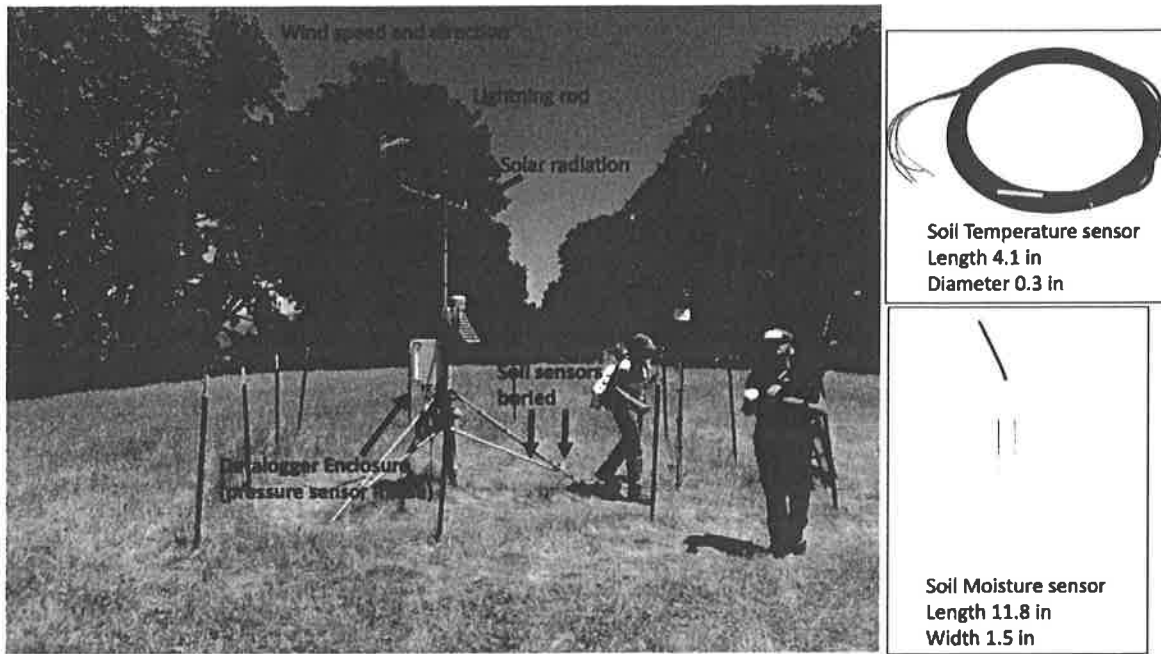


Fig 3) Same as previous, except showing install with a tripod at North Cow Mountain (station in the Russian River watershed).

**AGREEMENT FOR
SCIENTIFIC AND EDUCATIONAL COOPERATION
BETWEEN
SCRIPPS INSTITUTION OF OCEANOGRAPHY,
UC SAN DIEGO
AND
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

WHEREAS, The UC San Diego Scripps Institution of Oceanography's Center for Western Weather and Water Extremes (hereinafter referred to as CW3E) and Marysville Joint Unified School District (hereinafter referred to as MJUSD) are mutually interested in cooperative research activities involving ocean research and development, they have agreed to establish the following nonbinding Agreement for Scientific and Educational Cooperation.

NOW, THEREFORE, CW3E and MJUSD agree as follows:

Article 1. Purpose of Research Cooperation.

A. CW3E and MJUSD shall initiate cooperation to further the development of basic scientific and applied research with goals of advancing research in ocean science, atmospheric science, hydrology, and water resources, gaining a more fundamental understanding of the atmosphere and landscape of the Yuba River watershed, and benefiting society at large.

B. The parties wish to maintain and promote channels of cooperation and communication that permit the exchange of academic and scientific knowledge.

Article 2. Areas of Research Cooperation.

A. Upon mutual agreement by the parties, cooperative research may be conducted in fields of current research and those to be undertaken in the future by the two parties in areas of common interest.

B. Principal subjects of research cooperation to be pursued under this Agreement shall include, but not be limited to, those fields specified in the Appendix.

Article 3. Forms of Research Cooperation.

The parties agree in principle to the following general forms of cooperation, subject to each party's institutional regulations and procedures:

- A. Exchanging researchers, scientists, faculty members, and graduate students;
- B. Exchanging scientific information in fields of mutual interest;

- C. Exchanging scholars for lectures, talks, conferences, colloquia, symposia and sharing of experiences;
- D. Implementing cooperative research and educational programs;
- E. Making facilities and equipment of one party available to researchers from the other party;
- F. Encouraging direct contacts between researchers and between researchers and K-12 teachers; and
- G. Permitting other forms of research cooperation by mutual arrangement.

Article 4. Meetings.

Representatives of the two parties shall meet, as occasion demands, to review the progress of research cooperation currently underway and to discuss future cooperation plans. The primary contacts for this MOU are Dr. Rocco Greco for MJUSD and Dr. Anna Wilson for CW3E.

Article 5. Procedures.

- A. Financial arrangements for research cooperation and treatment of industrial property rights shall be determined by CW3E and MJUSD through mutual consultation and agreement.
- B. Research data developed under this cooperative Agreement may be made available to the general scientific community through, but not limited to, the following: publications, seminars, lectures, and conferences.
- C. This Agreement may be modified by written consent of both parties.
- D. Matters not provided for by this Agreement shall be determined through mutual consultation and agreement.


Article 6. Term of Agreement.

This Agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties. This Agreement will be valid for five (5) years starting from the latter date of the signing indicated below by each party. This Agreement may be extended by mutual, written agreement, signed by the duly authorized representatives of both institutions. Either institution may withdraw from this Agreement, provided written notification of the withdrawal is given to the other institution at least six (6) months prior to the withdrawal date

Article 7. Non-Discrimination.

Each party agrees not to discriminate in the selection or acceptance of any participants on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by law or UC San Diego policy.


IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present agreement on behalf of their respective institutions.



Andrea Lupu, Pr. Contract and Grant Analyst
Scripps Institution of Oceanography
The Regents of the University of California, UC San Diego

March 11, 2021

Date



Dr. Anna Wilson, Field Research Manager
Center for Western Weather and Water Extremes
Scripps Institution of Oceanography

March 11, 2021

Date

Penny Lauseng, Assistant Supt., Business Services
Marysville Joint Unified School District

Date

Dr. Rocco Greco, Executive Director of Student Engagement
Marysville Joint Unified School District

Date

APPENDIX

Agreement For
Scientific And Educational Cooperation
Between
SCRIPPS INSTITUTION OF OCEANOGRAPHY,
UC SAN DIEGO
And

FIELDS OF RESEARCH COOPERATION

Under the Agreement for Scientific and Educational Cooperation between the UC San Diego Scripps Institution of Oceanography's Center for Western Weather and Water Extremes and Marysville Joint Unified School District, research cooperation is anticipated to include, but not be limited to, the following major areas:

1. Observations of atmospheric rivers, extreme precipitation, and antecedent soil conditions
2. Outreach and science communication
3. Co-design of educational activities around the planned data collection



Covillaud Elementary School Feasibility Study

Update

March 12, 2021

30

Introduction:

Marysville Joint Unified School District (MJUSD) contracted with Dixon Smart-School-House to conduct a study to develop a feasibility plan for improving the facilities at Covillaud Elementary School. The scope of the study consists of site visits, staff interviews, records reviews, and research into best business practices.

Covillaud Elementary School is located at 628 F Street in the heart of downtown Marysville. It is the site of the first elementary school in the Marysville area. Currently there are 518 students of which over 90 percent are eligible for free or reduced meal rates.

The physical plant is comprised of 3 main components:

Building A: Includes office, staff room, 7 classrooms, and other offices

Building B: Includes cafeteria, reading center, psychologist office, 6 classrooms, and other offices

Portables: Includes conference room, computer lab, STARS, and 10 classrooms

Completed

- Conducted an initial site visit
- Met with staff members
- Collected analytical data

Next Steps

- Compiling data
- Developing funding options
- Development of a strategic plan identifying site deficiencies
- Completion of report with findings and recommendations
- Final report to district by April 15th
- Report to Board of Education

Important Consideration – One-time Funding Available

Senate Bill 86 – Reopen Schools by April 1st

- \$2 billion statewide
 - Available through August 31, 2022
 - Two payments – May and August
 - Loss of 1% per day through May 15
 - Expenditure plan adopted by Board by June 1st
 - Purpose
 - Among others . . . Ventilation and other school site upgrades necessary for health and safety

Federal ESSER II Funds

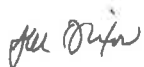
- \$13.1 million for MJUSD
- Available through September 30, 2023
- Purpose
 - Among others . . . Repair and upgrading projects to improve air quality in schools

America Rescue Plan

- \$31 million for MJUSD
- Available through September 30, 2023
- Similar formula as ESSER II (Title 1 emphasis)
- 20% reserved to address learning loss . . . educational programs
- Purpose
 - Among others . . . improve and upgrade ventilation in buildings

Please note: All of these important considerations constitute one-time funds that should not be used for ongoing expenditures but to reduce future expenditures.

Please accept this initial report and let me know if further information is necessary at this time.



Joe Dixon, President
DIXON SmartSchoolHouse LLC