



TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: FRIDAY, APRIL 30, 2021

April 7, 2021

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education in Subregion 4C

From: Suzanne Kitchens, CSBA President

Re: 2021 CSBA Delegate Assembly Run-off Elections
U.S. Postmark Deadline – Friday, April 30, 2021

MJUSD
Supt Office
APR 13 2021
Received by lm

The members of the Delegate Assembly Election Committee met on March 26, 2021 to count and certify the ballots for membership on the CSBA Delegate Assembly. Tie votes resulted in a run-off election in your Region. Enclosed in this mailing you will find the following:

- An official turquoise ballot to be signed by the Superintendent or Board Clerk
- A list of the current Delegates in your region (reverse side of ballot)
- A watermarked "copy" of the ballot and list of current Delegates for inclusion in board packets
- A copy of each candidate's biographical sketch and optional résumé (if provided)

The board, as a whole, votes using the turquoise ballot. The turquoise ballot must be completely filled out, signed by the Superintendent or the Board Clerk, and returned to CSBA. If the provided envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION – RUN-OFF BALLOT** and **Region 4C** on the envelope. **Run-off ballots must be postmarked by the U.S. Post Office on or before Friday, April 30, 2021.**

The run-off ballots will be counted by May 10 and candidates will be notified of the results immediately. Should a second tie occur, the Regional Director will cast the tie-breaking vote. All newly elected Delegates will serve terms that will expire on March 31, 2023.

Please do not hesitate to contact Jamille Peters at jpeters@csba.org or Trenice Campbell at tcampbell@csba.org in the Executive Office if you have any questions.

Thank you.

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REQUIRES BOARD ACTION

This completed **ORIGINAL RUN-OFF BALLOT** must be **SIGNED** by the Superintendent or Board Clerk and may be returned by email on or before **FRIDAY, APRIL 30, 2021** Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR A LATE BALLOT THAT IS NOT POSTMARKED ON OR BEFORE APRIL 30 WILL NOT BE VALID.

OFFICIAL 2021 DELEGATE ASSEMBLY RUN-OFF BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)

(Vote for no more than 1 candidate)

Delegates will serve two-year terms that will end March 31, 2023

**denotes incumbent*

☐ Doug Criddle (Marysville Joint USD)

☐ Jasmin Dhami (Yuba City USD)

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

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See reverse side for a current list of all Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Renee Nash (Eureka Union SD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 4-A (Glenn, Tehama)

Vacant, term expires 2022

Subregion 4-B (Butte)

Sharon Nilsson (Oroville City ESD), term expires 2023

Subregion 4-C (Colusa, Sutter, Yuba)

Talwinder Chetra (Live Oaks USD), term expires 2022

Vacant, term expires 2023, RUN-OFF

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), term expires 2023

Alisa Fong (Roseville City SD), term expires 2023

Rachelle Price (Rocklin USD), term expires 2022

County Delegate:

David Patterson (Placer COE), term expires 2022

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)

Delegate Assembly Biographical Sketch Form for 2021 Election



Deadline: Thursday, January 7, 2021 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Doug Criddle _____ Date: 4-5-21

Name: Doug Criddle _____ CSBA Region & subregion #: c-4, yuba
county _____

District or COE: Marysville Joint Unified School District _____ Years on board: 1

Profession: Regional CTE Coordinator _____ Contact Number (x Cell ☐ Home ☐ Bus.): 530 701-4659

Primary E-mail: dougc@sutter.k12.ca.us

Are you an incumbent Delegate? ☐ Yes ☒ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe that my broad skill set of experience would lend insight to the variety of ever-changing issues that are arising from the challenges that school boards are facing. My skill set sets include a vast understanding and working knowledge of CTE, (Career technical Education) K-12, as well as post-secondary adult education. I am still currently working in the education system and understand the many challenges and issues that we are faced with. My district administrative duties include program, fiscal and instructor oversight.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently the Trustee Representative for Marysville Joint Unified School District. My activities and involvement with my local board include; direction, policy, community stakeholder relations, parents and student relations. Issues facing our board include: the current blended learning models for student learning, loss learning mitigation solutions, collective bargaining issues, and of course the reopening plan for our District. I also serve on the LCAP planning board Committee.



Marysville Joint Unified School District Early College High School Program

MJUSD families,

The Early College Program is a collaboration between Yuba College and Marysville Joint Unified School District that is now accepting qualified incoming 9th grade students for the 2020-2021 school year. This exciting new program creates a forum where students who complete this program will earn a General Education - Social and Behavioral Science degree (A.S.) in addition to their high school diploma during their four years at MJUSD. In simple terms, college bound students will have 48 transferable units to the UC/CSU, as well as their first college degree, all before graduating High School! While this is a very exciting opportunity, it is a challenging program that requires dedication from students and families. Due to COVID, we are including some testimonials of students from other similar programs, as well as a presentation about the program here for you.

Please use the link below to view the Early College Program presentation. This presentation will explain the program, outline the responsibilities for families, and provide information on the application process. Thank you in advance for your interest in this new collaboration.

Presentation Slides

Recorded presentation

English

Spanish

Early College Application

As part of the application an essay is required. Please have this essay written and ready to paste into the application. The prompt is below:

An early college high school program requires a strong work ethic, academic effort, time management, and resilience. Describe both the life experiences that have prepared you for this program as well as your plan for success in taking high school and college courses concurrently (500 word limit).

Application for Early College Enrollment

MJUSD

Early College High School Program



What is an Early College Program?



- ❑ Early College High School is a new opportunity for students to earn college units from a community college, while concurrently enrolled an working on their high school diploma.
- ❑ All students in the program will earn transferable college units, learn how to be successful college students with the support of their dedicated high school district.
- ❑ The goal of the program is to earn both an associates degree (60 units) and a high school diploma at the same time. This program also leads to 48 transferable college units towards your students bachelors degree.

MJUSD Early College Model



- ❑ Students will start their day with College courses (8:00-9:15 am). Courses will be virtual for the first semester of the 2021-2022 school year and can be completed from home, or from a supervised room on the High School campus.
- ❑ When classes are virtual, standard transportation options from home to school are available. When courses are in person, the student must be dropped off at the Yuba College campus just before class starts at 8am daily. MJUSD staff will be there to supervise students when on the college campus.
- ❑ Transportation will be provided from Yuba College to the HS your child attends. Your student will complete their day at the HS.

Sample HS Schedule

*MCAA has a modified schedule

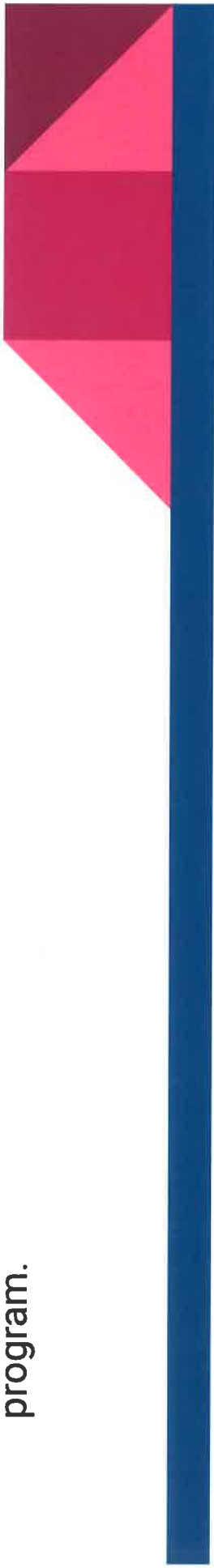


Freshman year 9 th grade			
	Semester 1	Semester 2	
P 1	8:00-9:15	Physical Science 10A	Counseling 10
P 2		Humanities 5	Health 1
P 3	10:15-11:15	English 9	English 9
P 4	11:20-12:20	PE 9	PE 9
P 5	1:00-2:00	Math	Math
P 6	2:05-3:05	CTE/Elective	CTE/Elective
	College units	6 Units	6 Units
Sophomore year 10 th grade			
	Semester 1	Semester 2	
P 1	8:00-9:15	Art 1A	AJ 10
P 2		Spanish 1	Spanish 2
P 3	10:15-11:15	English 10	English 10
P 4	11:20-12:20	PE 10	PE 10
P 5	1:00-2:00	Math	Math
P 6	2:05-3:05	World History	World History
	College units	7 Units	7 Units
Junior year 11 th grade			
	Semester 1	Semester 2	
P 1	8:00-9:15	English 36	Biology 10L
P 2		History 17A	
P 3	10:15-11:15	Economics 1A	Statistics 1
P 4	11:20-12:20	3rd Year Science	3rd Year Science
P 5	1:00-2:00	Math	Math
P 6	2:05-3:05	Elective	Elective
	College units	9 Units	8 Units
Senior year 12 th grade			
	Semester 1	Semester 2	
P 1	8:00-9:15	Psychology 1A	Political Science 1
P 2		Speech 1	Sociology 1
P 3	10:15-11:15	English 1A	English 1B
P 4	11:20-12:20	Elective	Elective
P 5	1:00-2:00	Elective	Elective
P 6	2:05-3:05	Elective	Elective
	College units	10 Units	9 Units



Courseload

- ❑ Students will follow a prescribed course outline to meet the requirements of High School A-G, the college, and UC/CSU transfer requirements.
- ❑ 9th grade students will take two college classes that have been selected to help prime students for a successful college experience. The courses of this program are mandatory and cannot be adjusted for individual students.
- ❑ Some of the High School courses, especially electives are able to be adjusted based on the students interests. Your counselor will work with you to determine your High School course load, especially in year 3 and 4 of the program.





The Application

☐ Information you will need to complete the application:

- ☐ Student information (Student ID number, Student Name, Last school, High School Attending)
- ☐ An Essay (Topic below)
 - ☐ An early college high school program requires a strong work ethic, academic effort, time management, and resilience. Describe both the life experiences that have prepared you for this program as well as your plan for success in taking high school and college courses concurrently (500 word limit)
 - ☐ A chance to offer us anything else you want considered (100 word limit)
- ☐ Parent Permission - Two Questions (Parent permission and transportation agreement) and Digital Signature
- ☐ Not a current MJUSD student?
 - ☐ If you are coming to MJUSD from a charter or another school district please provide the following by the application deadline:
 - ☐ Transcripts
 - ☐ Courses, Grades, GPA
 - ☐ Attendance Information
 - ☐ Discipline Information

Application Due Date (May 20th)



- ☐ For the 2021-2022 school year, all materials must be received by May 20th. The program was just approved by the governing board of Yuba College and MJUSD on April 27th.
- ☐ Complete all information in the qualtrics survey, again please complete the essay in advance in word or Google docs.
- ☐ Application for Early College Enrollment



Student Evaluation



Students will be evaluated on:

- ☐ Prior academic performance, attendance and behavior.
- ☐ The students maturity and plan for success in this advanced program.
- ☐ The quality of their written responses.

Contact Information



If you would like more information on the Early College High School Program before applying, please contact:

Rocco Greco Ed.D.

rgreco@mjUSD.com



Thank you for your interest!!



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

Begin date: 7/1/2021 End date: 6/30/2024

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

RECITALS

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

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

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

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

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

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

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

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Business Services Department
Approval: J. L.
Date: 4.19.21

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for 3 years beginning on 7/1/2021 and ending on 6/30/2024, unless otherwise terminated in accordance with Section 22 of this CCAP Agreement. The PARTIES may agree to renew the term of this CCAP Agreement on such terms and conditions as mutually agreed by the PARTIES.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decisionmaking authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subd. (b)(1).)
- 1.6 The governing board of each PARTY, at an open public meeting of that board, shall present the CCAP Agreement as an informational item, take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b)(2).)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines

of COMMUNITY COLLEGE DISTRICT and applicable law. (Ed. Code, § 76004, subd. (a).)

- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)
- 2.3 Pupil or Student – A resident or nonresident student attending high school in California. High school pupils enrolled in college classes who are classified as nonresident special part-time students for tuition purposes shall be eligible for the Senate Bill 150 waiver of nonresident tuition while still in high school in California. COMMUNITY COLLEGE DISTRICT cannot claim apportionment for nonresident special part-time students.

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

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

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- 3.4 Student Records – Students will be required to follow the COMMUNITY COLLEGE DISTRICT process when requesting an official COMMUNITY COLLEGE DISTRICT transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in Appendix A.
- 3.5 Priority Enrollment –COMMUNITY COLLEGE DISTRICT for purposes of this section, a special part-time student may enroll in up to, and including, 11 units per semester, or the equivalent thereof, at the community college.

(e) (1) Except as provided in paragraph (2), the governing board of a community college district shall assign a low enrollment priority to special part-time or full-time students described in subdivision (a) in order to ensure that these students do not displace regularly admitted students.

(2) This subdivision does not apply to a student attending a middle college high school as described in Section 11300, if the student is seeking to enroll in a community college course that is required for the student's middle college high school program as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g)(1).)

- 3.6 As part of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the goals associated with developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve career and college readiness. (Ed. Code, § 76004, subd. (d).)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day – The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.
- 3.9 SCHOOL DISTRICT is aware and acknowledges that COMMUNITY COLLEGE DISTRICT may enter into CCAP Agreements with other school districts. All CCAP agreements will include all terms required by law, although the specific terms of such agreement may be modified. However, CCAP agreements with other school districts will not modify, alter, or extinguish the rights and duties of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT under this CCAP Agreement.

4. COLLEGE APPLICATION PROCEDURE

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- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures. Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COMMUNITY COLLEGE DISTRICT.
- 4.4 The SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT understand and agree that successful COMMUNITY COLLEGE DISTRICT admission and registration requires that each participating student has completed the COMMUNITY COLLEGE DISTRICT enrollment application process.

5. PARTICIPATING STUDENTS

Participating students are defined as students within the SCHOOL DISTRICT that have approval of their parent and school designee to participate. In some cases a SCHOOL DISTRICT may extend this definition to include students from other school districts that have their parent and school designee approval from their original school and the SCHOOL DISTRICT approves their participation.

- 5.1 A high school pupil enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subds. (p) & (q).)
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Unless otherwise provided for in Appendix A, SCHOOL DISTRICT will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of SCHOOL DISTRICT. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. SCHOOL DISTRICT shall determine the type, make, and model of all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the SCHOOL DISTRICT before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP

Agreement Courses. A student only needs to submit one parental or guardian consent form and Principal recommendation for the duration of the pupil's participation in the CCAP Agreement Courses.

- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines to receive COMMUNITY COLLEGE DISTRICT credit. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will not appear on the SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.
- 5.10 Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

6. CCAP AGREEMENT COURSES

- 6.1 The COMMUNITY COLLEGE DISTRICT may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school pupils if the courses are offered at a high school campus, either in person or using an online platform, during the regular school day. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 The PARTIES agree to follow SCHOOL DISTRICT's academic calendar under the condition that courses are scheduled in such a way that the hour requirements as described in the course outlines of record are met.
- 6.3 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COMMUNITY COLLEGE DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the

COMMUNITY COLLEGE DISTRICT shall be determined by the COMMUNITY COLLEGE DISTRICT, in consultation with the SCHOOL DISTRICT, with the approval of the COMMUNITY COLLEGE DISTRICT Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code, § 76004, subd. (c)(1).) Representatives from the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT will collaborate to ensure that course selection, timing, and placement does not conflict with existing courses offered at the SCHOOL DISTRICT site.

- 6.5 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall jointly review and approve courses offered as part of the CCAP Agreement.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COMMUNITY COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COMMUNITY COLLEGE DISTRICT academic department.
- 6.9 Any SCHOOL DISTRICT instructor who teaches a course offered as part of this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COMMUNITY COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between COMMUNITY COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites, and standards and SCHOOL DISTRICT policies, practices, and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.

- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The COMMUNITY COLLEGE DISTRICT has the primary right to control and direct the instructional activities of all instructors teaching courses pursuant to the CCAP Agreement, including those who are SCHOOL DISTRICT employees but are teaching CCAP Agreement courses for COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will exercise this right in consultation with SCHOOL DISTRICT.
- 6.15 This CCAP Agreement certifies that any remedial course taught by COMMUNITY COLLEGE DISTRICT faculty at a SCHOOL DISTRICT campus, either in person or using an online platform, shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COMMUNITY COLLEGE DISTRICT faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)
- 6.16 The California Community College Chancellor's Office must approve the degree and certificate programs that are included in the CCAP Agreement. Courses offered must be part of the programs approved by the Chancellor's Office unless the COMMUNITY COLLEGE DISTRICT received delegated authority to approve those courses separately locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the SCHOOL DISTRICT, the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that

instructor. (Ed. Code, § 76004, subd. (m)(2).)

- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. Instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT school site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and research and development in the field.
- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT will determine and select instructors to teach CCAP Agreement Courses. The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel nominated by SCHOOL DISTRICT, or other sources. SCHOOL DISTRICT personnel will perform instructional duties on duty time. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with SCHOOL DISTRICT. SCHOOL DISTRICT personnel selected to be instructors shall be paid by COMMUNITY COLLEGE DISTRICT at the rate established under the applicable collective bargaining agreement between SCHOOL DISTRICT and the bargaining unit of the SCHOOL DISTRICT. When the instructor is the employee of the COMMUNITY COLLEGE

DISTRICT and not an employee of the SCHOOL DISTRICT, the instructor will be paid at the rate established under COMMUNITY COLLEGE DISTRICT bargaining agreement.

- 7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.
- 7.11 The COMMUNITY COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment, such as extended time on tests or special seating, shall be implemented by the COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the SCHOOL DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the SCHOOL DISTRICT.
- 8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have an Individualized Education Program ("IEP") shall receive all programs and services provided for under the IEP by the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing or accommodating any portion of a student's IEP. Students enrolled in

COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT's Disabled Students Programs & Services ("DSPS") office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.

- 8.7 The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the SCHOOL DISTRICT Educational Administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in or related to the CCAP program.
- 9.2 The SCHOOL DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to file an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-E).)
- i. The total number of high school pupils by school site enrolled in each

CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)

- ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
- iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
- v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)

9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

9.6 COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and the COMMUNITY COLLEGE DISTRICT application procedures.

10. DISPUTES

10.1 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and SCHOOL DISTRICT employees or students. When such disputes arise, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.

- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
- ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply,

including but not limited to:

- a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
- iii. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
 - iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
 - v. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
 - vi. Interviews of COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
 - vii. The investigator will prepare a report that will be provided to both

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PARTIES setting forth findings as to the allegations and the basis for the findings.

- viii. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall share any and all materials from the investigation.
- ix. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE DISTRICT shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)
 - i. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations.

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that:
 - i. The direct education costs of the courses offered as part of this CCAP

Agreement are not fully funded through other sources.

- ii. The COMMUNITY COLLEGE DISTRICT will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- iii. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus. (Ed. Code, § 76004, subd. (i).)

12.2 The COMMUNITY COLLEGE DISTRICT certifies that:

- i. A COMMUNITY COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
- ii. A COMMUNITY COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)
- iii. This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(3).)
- iv. Students participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(3).)
- v. It has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- vi. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- vii. A qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. (j).)

12.3 This CCAP Agreement certifies that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement

course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

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

14. RECORDS

- 14.1 Permanent records of student enrollment, attendance, grades, and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. SCHOOL DISTRICT shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.
- 14.2 The SCHOOL DISTRICT shall complete a document certifying that SCHOOL DISTRICT has made a determination that a participating student is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026, subdivision (b).
- 14.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY's pertinent records subject to federal and state privacy statutes.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

- 15.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall ensure operational protocols are in place consistent with the collection of participating student data and the timely submission of the data.
- 15.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

- 16.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of §

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99.30) and state law as set forth in Education Code sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)

- 16.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)
- 16.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

17. REIMBURSEMENT

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

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

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- 18.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

19. INDEMNIFICATION

- 19.1 Government Code Section 895.2 imposes certain tort liability jointly and severally upon public entities solely by reason of such entities being parties to an agreement. Each of the PARTIES to this Agreement, to the maximum extent permissible by law, will assume the full liability imposed upon it or any of its trustees, officers, agents, or employees for injury caused by any act or omission occurring in each PARTY's performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve such purpose, and pursuant to Government Code Section 895.4, each of the PARTIES indemnifies, saves, and holds harmless the other PARTY for any claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, including attorneys' fees (collectively "Claims") as described below.
- 19.2 For purposes of this CCAP partnership in this CCAP Agreement, the SCHOOL DISTRICT agrees to and shall indemnify, save, and hold harmless the COMMUNITY COLLEGE DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of SCHOOL DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.
- 19.3 For purposes of this CCAP partnership in this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT agrees to and shall indemnify, save, and hold harmless the SCHOOL DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COMMUNITY COLLEGE DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.

20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COMMUNITY

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

- 20.2 The COMMUNITY COLLEGE DISTRICT, in order to protect SCHOOL DISTRICT, its trustees, agents, employees, and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to SCHOOL DISTRICT, or public entity risk management JPA, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall be endorsed to expressly name the SCHOOL DISTRICT, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the SCHOOL DISTRICT.
- 20.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff under this CCAP Agreement. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this CCAP Agreement.
- 20.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation

claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement.

21. NON-DISCRIMINATION

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

22. TERMINATION

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

23. INTEGRATION, MODIFICATION, AND AMENDMENT

- 23.1 Appendix A to this CCAP Agreement is incorporated by this reference into this CCAP Agreement.
- 23.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the PARTIES relating to the subject matter of this CCAP Agreement. This CCAP Agreement and Appendix A to this CCAP Agreement supersede any prior agreements, promises, negotiations, or representations, express or implied, oral or written, not included in this CCAP Agreement and Appendix A to this CCAP Agreement.
- 23.3 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the PARTIES.

24. GOVERNING LAWS AND VENUE

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

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 25.1 For locations outside the geographical boundaries of COMMUNITY

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

26. SEVERABILITY

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

27. COUNTERPARTS

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

28. NOTICES

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

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

NAME AND ADDRESS OF SCHOOL DISTRICT

Marysville Joint Unified School District

Attn: Dr. Rocco Greco

1919 B Street

Marysville, CA 95901

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED; COMPLIANCE WITH APPLICABLE LAW

- 29.1 All provisions required by law to be inserted in this CCAP Agreement shall be deemed to be inserted and this CCAP Agreement shall be read and enforced as though they were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either PARTY, the CCAP Agreement may be amended to make the insertion or correction.

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29.2 Each PARTY shall comply with all applicable law in the performance of its obligations under this CCAP Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day and year written below.

By:
[Name] Gary Cena
[Title] Superintendent
[School District] Marysville Joint Unified School District

Date:

By:
[Name]
[Title]
YUBA COMMUNITY COLLEGE DISTRICT

Date:

School District Board Meetings:

(a) Information and Public Comment Board Meeting Date: April 27th, 2021

Yuba Community College District Board Meetings:

(a) Information and Public Comment Board Meeting Date: TBD

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

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

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

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

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

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

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
YCCD: Yuba Community College District 425 Plumas Blvd, Suite 200 Yuba City, CA 95991	Michael Bagley Dean of STEM & Social Sciences	530-386-4252	mbagley@yccd.edu
SCHOOL DISTRICT: MJUSD, Marysville, CA	Rocco Greco Executive Director of Student Engagement	(530) 749-6138	rgreco@mjud.k12.ca.us

2. **CCAP AGREEMENT PROGRAM YEAR FALL21 - SPRING22** : COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

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

CCAP Program Description:

Program Term or Year	2021
Community College District	Yuba Community College District
College	Yuba College
College Campus	Yuba College Main Campus in Marysville
Educational Program(s)/Department(s)	Counseling, humanities, health, and physical science
School District	Marysville Joint Unified School District
High School Campus	Marysville High School
Total Number of High School Pupils to be Served:	30
Total Number of FTES to be Claimed by Community College District:	12.3

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List of CCAP Agreement Courses to be Offered:

COURSE NAME	COURSE NUMBER	TERM (F/S)	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Counseling	10	F	8-9:15 am	TTh/54 hrs	TBD	YCCCD	Yuba College Main Campus
Humanities	20	F	8-9:15 am	MF/54 hrs	Sujan Burgeson	YCCCD	Yuba College Main Campus
Health	1	S	8-9:15 am	TTh/54 hrs	TBD	TBD	TBD
Physical Science	10A	S	8-9:15 am	MF/54 hrs	TBD	TBD	TBD

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

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

Students participating from the Marysville Joint Unified School District will complete an application including why they want to participate and how they feel the program will benefit them. Prior student records including attendance, discipline, GPA will be considered prior to school approval for participation in dual enrollment courses. Once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

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

Course Name & Number	Minimum Qualifications For Instructors
1. Counseling 10, Humanities 20	Counseling (Masters Required or Equivalent), Humanities (Masters Required or Equivalent)
2. Health 1, Physical Science 10A	Kinesiology (Masters Required or Equivalent), Interdisciplinary Studies (Masters Required or Equivalent)
3.	All qualifications are from the California Community Colleges Chancellor's Office MQs Handbook

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

COURSE NAME & NUMBER	TEXTBOOK	COST	OTHER INSTRUCTIONAL MATERIALS	COST
College Success COUNS-10	TBD -- per YCCD course outline requirements	TBD	Subject specific relevant handouts	TBD
Introduction to World Mythology HUMAN-20	TBD -- per YCCD course outline requirements	TBD	Subject specific relevant handouts	TBD
Health and Lifestyle Choices HLTH-1	TBD -- per YCCD course outline requirements	TBD	Subject specific relevant handouts	TBD
Earth Science PHYSC-10A	TBE -- per YCCD course outline requirements	TBD	Subject specific relevant handouts	TBD
	When possible, instructors will select open educational materials to keep costs as low as possible.			

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

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS
Yuba College, Marysville	TBD	TBD	TBD
Marysville High School, Marysville	TBD	TBD	TBD
Others as determined necessary	TBD	TBD	TBD

If the PARTIES agree to use COMMUNITY COLLEGE DISTRICT facilities as part of Section 18 of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall extend access and use of the following COMMUNITY COLLEGE DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS
Yuba College, Marysville	TBD	TBD	TBD
Other as determined necessary	TBD	TBD	TBD

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

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

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

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

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Attendance Report (CCFS-320).

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

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

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

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

8. **PARENTAL CONSENT PROTOCOLS:** As described in Section 5.4 of the CCAP Agreement, students must submit written and signed parental or guardian consent to both PARTIES to participate and enroll in a CCAP Agreement Course. A student only needs to submit one parental or guardian consent form for the duration of the student's participation in the CCAP Agreement Courses.
9. **COSTS TO DISTRICT:** The COMMUNITY COLLEGE DISTRICT will pay the SCHOOL DISTRICT \$500 per college unit per course section for all sections with a minimum enrollment of twenty student at course census. This will be payable at the end of the semester and in response to an invoice for the SCHOOL DISTRICT.

Early College Application



Q1 Dear Early College applicants,

Thank you for your interest in this new and exciting program. This is a 4-year program that creates an opportunity for incoming High School freshman to complete their Associated Degree in Humanities through Yuba College. Please thoughtfully fill in ALL information before submitting this application, as you will not be able to make changes after submission. The Early College Program is a highly competitive program, only completed applications will be reviewed. Please complete your essay in Word or Google before cutting and pasting into the entry box in this form. Applications are due May 20th.

Q2 Where did you attend your 8th grade classes?

McKenney Intermediate

Yuba Gardens Intermediate

Foothill Intermediate

MCAA

Paragon Collegiate Academy

Yuba City Unified (List school)

Other _____

Q3 Student First Name

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Q4 Student Last Name

Q5 Student ID Number (SSID) *can be located on student transcript or report card

Q6 Full Home Address

Q7 Best Parent Phone Number

Q8 What High School will you be attending?

Marysville High School

Marysville Charter Academy for the Arts

Lindhurst High School

Q9 An early college high school program requires a strong work ethic, academic effort, time management, and resilience. Describe the life experiences that have prepared you for this program, as well as your plan for success in taking high school and college courses concurrently (500 word limit).

Q14 Is there anything else you would like us to consider in your application to this program (100 word limit)?

Q10 THE FOLLOWING TWO QUESTIONS ARE FOR THE PARENT/GUARDIAN:

Please type your name below to signify that you are giving permission for your student to apply for the early college program.

Q12 I understand that a course of study will be laid out for my student including both high school and college courses and that my child will need to participate in these courses. I understand that college courses cannot be changed and that students will have their high school schedules changed to meet graduation requirements. (Please type parent name)



EARLY COLLEGE TENTATIVE COURSE SCHEDULE



Marysville High School / Lindhurst High School

Freshman year 9 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
P 1	8:00-9:15	Physical Science 10A	Counseling 1		
P 2		Humanities 5	Health 1		
P 3	10:15-11:15	English 9	English 9		
P 4	11:20-12:20	PE 9	PE 9		
P 5	1:00-2:00	Math	Math		
P 6	2:05-3:05	CTE/Elective	CTE/Elective		
	College units	6 Units	6 Units	12 Total College Units	
Sophomore year 10 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
P 1	8:00-9:15	Art 1A	AJ 10		
P 2		Spanish 1	Spanish 2		
P 3	10:15-11:15	English 10	English 10		
P 4	11:20-12:20	PE 10	PE 10		
P 5	1:00-2:00	Math	Math		
P 6	2:05-3:05	World History	World History		
	College units	7 Units	7 Units	14 Total College Units	
Junior year 11 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
P 1	8:00-9:15	English 36	Biology 10L		
P 2		History 17A			
P 3	10:15-11:15	Economics 1A	Statistics 1		
P 4	11:20-12:20	3rd Year Science	3rd Year Science		
P 5	1:00-2:00	Math	Math		
P 6	2:05-3:05	Elective	Elective		
	College units	9 Units	8 Units	17 Total College Units	
Senior year 12 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
P 1	8:00-9:15	Psychology 1A	Political Science 1		
P 2		Speech 1	Sociology 1		
P 3	10:15-11:15	English 1A	English 1B		
P 4	11:20-12:20	Elective	Elective		
P 5	1:00-2:00	Elective	Elective		
P 6	2:05-3:05	Elective	Elective		
	College units	10 Units	9 Units	19 Total College Units	



EARLY COLLEGE TENTATIVE COURSE SCHEDULE



MCAA

Freshman year 9 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
B 1or2	8:00-9:15	Physical Science 10A	Counseling 10		
		Humanities 5	Health 1		
B 3or4	9:30-10:55	English 9/Elective	English 9/Elective		
B 9	11:00-11:30	Intervention	Intervention		
B 5or6	12:10-1:30	Math/Elective	Math/Elective		
B 7or8	2:05-3:05	PE 9/Study Hall	PE 9/Study Hall		
	College units	6 Units	6 Units	12 Total College Units	
Sophomore year 10 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
B 1or2	8:00-9:15	Art 1A	Admin Justice 10		
		Spanish 1	Spanish 2		
B 3or4	9:30-10:55	English 10/Elective	English 10/ Elective		
B 9	11:00-11:30	Intervention	Intervention		
B 5or6	12:10-1:30	Math/ Study Hall	Math/ Study Hall		
B 7or8	2:05-3:05	PE 10/ Elective	PE 10/ Elective		
	College units	7 Units	7 Units	14 Total College Units	
Junior year 11 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
B 1or2	8:00-9:15	English 36	Biology 10L		
		History 17A			
B 3or4	9:30-10:55	Economics 1A	Statistics 1		
B 9	11:00-11:30	Intervention	Intervention		
B 5or6	12:10-1:30	Math/ Elective	Math/Elective		
B 7or8	2:05-3:05	Science (3)/Elect	Science (3)/Elect		
	College units	9 Units	8 Units	17 Total College Units	
Senior year 12 th grade				A-G H.S. Requirements	
		Semester 1	Semester 2	S1	S2
B 1or2	8:00-9:15	Psychology 1A	Political Science 1		
		Speech 1	Sociology 1		
B 3or4	9:30-10:55	English 1A	English 1B		
B 9	11:00-11:30	Intervention	Intervention		
B 5or6	12:10-1:30	Elective	Elective		
B 7or8	2:05-3:05	Elective	Elective		
	College units	10 Units	9 Units	19 Total College Units	

Yuba Community College District 2021-22

June 2021						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUMMER SESSION 2021

First 6 Weeks: 6/14 - 7/22

8 Weeks: 6/14-8/5

SUMMER SESSION 2022

First 6 Weeks: 6/13-7/21

8 Weeks: 6/13-8/4



July 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FALL SEMESTER 2021

Full-Term: 8/16-12/16

Finals Week: 12/10-12/16 (full-term classes only)

First 9 Weeks: 8/16-10/14

Last 9 Weeks: 10/15-12/16



SPRING SEMESTER 2022

Full-Term: 1/24-5/27

Finals Week: 5/23-5/27 (full-term classes only)

First 9 Weeks: 1/24-3/23

Last 9 Weeks: 3/24-5/27

Spring Break: 3/28-4/1

Commencement: 5/27/2022



August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11 Δ	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

CONVOCATION - CAMPUS CLOSED

2021: 8/11



PROFESSIONAL DEVELOPMENT DAYS - NO CLASSES/CAMPUS OPEN (Optional Flex Activities)

2021: 8/10, 8/12, 8/13, 10/6

2022: 1/18-1/21



September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

CAMPUS CLOSED

2021: 6/11, 6/18, 6/25, 7/2, 7/9, 7/16, 7/23, 7/30

2022: 6/10, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29



HOLIDAYS - CAMPUS CLOSED

2021: 7/5, 9/6, 11/11, 11/25-11/26, 12/23-12/31

2022: 1/17, 2/18, 2/21, 3/30-4/1, 5/30, 7/4



October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NO CLASSES - CAMPUS OPEN

2021: 6/1-6/4, 6/7-6/10, 8/6, 8/9-8/10, 8/12-8/13, 10/6, 12/17, 12/20-12/22

2022: 1/3-1/7, 1/10-1/14, 1/18-1/21, 3/28, 3/29, 5/31-6/3, 6/6-6/9



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INSTRUCTIONAL DAYS

November 2021

Date Weeks

Selected California Education Code Sections

Dual Enrollment

Commentary: Dual enrollment can come in different forms, depending on the goal of the school district. It is important to note the difference between “Early College High School” and “Middle College High School”. The definitions that follow next help illuminate the difference.

Definitions

• 11302 Early College High School

The Legislature finds and declares that early college high schools are innovative partnerships between charter or non-charter public secondary schools and a local community college, the California State University, or the University of California that allow pupils to earn a high school diploma and up to two years of college credit in four years or less. Early college high schools are small, autonomous schools that blend high school and college into a coherent educational program. In early college high schools, pupils begin taking college courses as soon as they demonstrate readiness and the college credit earned may be applied toward completing an associate or bachelor’s degree, transfer to a four-year university, or obtaining a skills certificate.

(Added by Stats. 2013, Ch. 372, Sec. 2. (SB 379) Effective January 1, 2014.)

Commentary: This type of program is best facilitated by a CCAP partnership, where CCAP stands for College and Career Access Pathway.

• 11300 Middle College High School

(a) The Legislature finds and declares that middle college high schools have proven to be a highly effective collaborative effort between local school districts and community colleges. The goal of the middle college high school is to select at-risk high school pupils who are performing below their academic potential and place them in an alternative high school located on a community college campus in order to reduce the likelihood that they will drop out of school before graduation.

(b) Each middle college high school shall be structured as a broad-based, comprehensive instructional program focusing on college preparatory and school-to-work curricula, career education, work experience, community service, and support and motivational activities.

(c) The specific design of a middle college high school may vary depending on the circumstances of the community college or school district. The basic elements of the middle college high school shall include, but not be limited to, the following:

(1) A curriculum that focuses on college and career preparation.

(2) A reduced adult-student ratio.

(3) Flexible scheduling to allow for work internships, community service experience, and interaction with community college student role models.

(4) Opportunities for experiential internships, work apprenticeships, and community service.

(Amended by Stats. 2019, Ch. 800, Sec. 6. (AB 413) Effective January 1, 2020.)

Source:

https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=1.&title=1.&part=7.&chapter=14.&article=

Commentary: How does dual enrollment work? Are there any restrictions? The following California Education Code sections provide answers to many of the questions that educational leaders will have when considering dual enrollment partnerships. For example, is there a limit to the number of college course units a high-school student can take?

Credit, Enrollment, Admissions, Funding and PE

• **76001 (c) College Credit**

The attendance of a student at a community college as a special part-time or full-time student pursuant to this section is authorized attendance, for which the community college shall be credited or reimbursed pursuant to Sections 48802, 52621, and 76002. Credit for courses completed shall be at the level determined to be appropriate by the school district and community college district governing boards.

- **76001 (d) 11 Unit Cap**

For purposes of this section, a special part-time student may enroll in up to, and including, 11 units per semester, or the equivalent thereof, at the community college.

Commentary: Yuba College does have a waiver form that can be used to allow for up to 15 units if the student is participating in a CCAP and meets all criteria.

- **76001 (e) Special Part-Time Admit**

(1) Except as provided in paragraph (2), the governing board of a community college district shall assign a low enrollment priority to special part-time or full-time students described in subdivision (a) in order to ensure that these students do not displace regularly admitted students.

Commentary: This pertains to high-school students taking “open” classes with the general college population – not CCAP students.

(2) This subdivision does not apply to a student attending a middle college high school as described in Section 11300, if the student is seeking to enroll in a community college course that is required for the student’s middle college high school program.

(Amended by Stats. 2019, Ch. 528, Sec. 2. (SB 554) Effective January 1, 2020.)

Commentary: As you can imagine, understanding how funding works for both the high school and college are important in our collaborations on dual enrollment. The following section of California Education Code explains a lot. However, it applies to classes that are open to the public and not closed campus CCAP courses.

• **76002 Funding**

(a) For purposes of receiving state apportionments, a community college district may include high school students who attend a community college within the district pursuant to Sections 48800, 52620, and 76001 in the district's report of full-time equivalent students (FTES) only if those students are enrolled in community college classes that meet all of the following criteria:

(1) The class is open to the general public.

(2) (A) The class is advertised as open to the general public in one or more of the following:

(i) The college catalog. (ii) The regular schedule of classes.

(iii) An addenda to the college catalog or regular schedule of classes.

(B) If a decision to offer a class on a high school campus is made after the publication of the regular schedule of classes, and the class is solely advertised to the general public through electronic media, the class shall be so advertised for a minimum of 30 continuous days before the first meeting of the class.

(3) If the class is offered at a high school campus, the class shall not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

(4) If the class is a physical education class, no more than 10 percent of its enrollment may be comprised of special part-time or full-time students. A community college district shall not receive state apportionments for special part-time and full-time students enrolled in physical education courses in excess of 5 percent of the district's total reported full-time equivalent enrollment of special part-time and full-time students.

(b) The governing board of a community college district may restrict the admission or enrollment of a special part-time or full-time student during any session based on any of the following criteria:

(1) Age, and (2) Completion of a specified grade level.

(Amended by Stats. 2019, Ch. 528, Sec. 3. (SB 554) Effective January 1, 2020.)

Commentary: Here are some of the big picture sections of California Education Code relating to dual enrollment partnerships.

• **48800 (a) Attendance at a Community College**

The governing board of a school district may determine which pupils would benefit from advanced scholastic or vocational work. The intent of this section is to provide educational enrichment opportunities for a limited number of eligible pupils, rather than to reduce current course requirements of elementary and secondary schools, and also to help ensure a smoother transition from high school to college for pupils by providing them with greater exposure to the collegiate atmosphere. The governing board of a school district may authorize those pupils, upon recommendation of the principal of the pupil's school of attendance, and with parental consent, to attend a community college during any session or term as special part-time or full-time students and to undertake one or more courses of instruction offered at the community college level.

• **76004 (a) College and Career Access Pathways (CCAP)**

The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing 5 board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

- **76300 (f) Enrollment Fees**

The governing board of a community college district may exempt special part-time students admitted pursuant to Section 76001 from the fee requirement.

Commentary: The price is great for students.

- **46146.5 (b) Attendance Minutes**

A day of attendance for a pupil enrolled in an early college high school or middle college high school, who is also a special part-time student enrolled in a community college under Article 1 (commencing with Section 48800) of Chapter 5 of Part 27, and who will receive academic credit upon satisfactory completion of enrolled courses, is 180 minutes of attendance.

Commentary: Structuring dual enrollment so ADA is not negatively impacted is important.

General Education and Graduation Requirements

This catalog describes the College's graduation and transfer requirements. Not all requirements can necessarily be met at all locations where classes are offered. Students should consult the Schedule of Classes at each location to determine the types of classes available and frequency of offerings.

Associate in Arts/Associate in Science Degree

The *Associate in Arts* or *Associate in Science* degree may be awarded to a student who has completed the following requirements:

REQUIREMENT 1: All students must pass the reading, writing, and mathematics competency examinations or equivalents listed below with a "C" or better grade.

COMPETENCY REQUIREMENTS:

1. Reading and Writing competency may be met by:
 - a. Passing English 1A or 1E with "C" or better.
 - b. Possession of an AA., A.S., or higher degree at the time of admission to campuses within the Yuba Community College District.
2. Mathematics competency may be met by a "C" or better in:
 - a. Any mathematics or statistics course that has Math 101 as a prerequisite; or
 - b. Any higher level mathematics or statistics course.

REQUIREMENT 2: All students must complete 18 units of general education, selecting at least 3 units each from Areas A, B, C, D1 (4 units), D2 and E below with a grade of "D" or better.

AREA A. NATURAL SCIENCE (*Select 3 units*)

Agriculture 45
 Anthropology 1
 Astronomy 1
 Biology 1, 10, 10L, 11, 15, 24, 24L, 25
 Chemistry 1A, 1B, 2A, 10
 Ecology 10, 12
 Geography 1
 Geology 10L, 11L, 12, 20
 Physical Science 10A, 10AL, 10B, 10C
 Physics 2A, 4A, 2B
 Plant Science 20, 22

AREA B. SOCIAL SCIENCE (*Select 3 units*)

Administration of Justice 10
 Anthropology 2, 3
 Counseling 33
 Early Childhood Education 3, 31
 Economics 1A, 1B
 Geography 5
 History 4A, 4B, 5A, 5B, 7, 14, 15, 18A, 18B, 17A, 17B, 29
 Philosophy 6
 Political Science 1, 2, 3, 6, 7
 Psychology 1A, 12, 22, 33, 41, 46
 Sociology 1, 2, 5, 8, 10, 30

AREA C. HUMANITIES (*Select 3 units*)

Art 1A, 1B, 3A, 3B, 5, 20
 Asian-American Studies 31
 English 1B, 30A, 30B, 31B, 34, 36, 37, 38, 42, 46A, 46B
 French 1, 2
 Humanities 5, 10, 11, 20, 28A, 26B, 31, 34
 Mass Communications 3
 Music 1, 1A, 3, 12, 15, 16, 17, 18, 35
 Philosophy 1, 2, 3, 20
 Sign Language 1, 2, 3
 Spanish 1, 2, 3, 4, 10, 20A, 20B, 36
 Speech 2
 Theatre Arts 10, 32, 33, 34

AREA D. LANGUAGE AND RATIONALITY

D1. ENGLISH COMPOSITION

English 1A, 1E

D2. COMMUNICATION AND ANALYTICAL THINKING (*Select 3 units*)

Computer Science 2, 6, 9A, 9B, 10L
 Engineering 10
 English 1C
 General Business 56
 Mathematics 1A, 1B, 9, 10, 15, 20, 21, 25, 51, 52, 52B, 55, 58, 59
 Philosophy 6, 12
 Political Science 6
 Psychology 7
 Sociology 8
 Speech 1, 3, 6, 7, 8
 Statistics 1

AREA E. ELECTIVES (*Select at least 3 additional units*)

1. A second course from any Area above; OR
2. Documentation of active military service (may also be used to meet Requirement 4 (Health/P.E.); OR

General Education and Graduation Requirements

3. Course(s) listed below:

Accounting 10A
Administration of Justice 10, 30
Art 18
Automotive Technology 21, 22
Cooperative Work Exp 44A, 44B, 44C, 44D
Counseling 10, 25
Early Childhood Education 3
Education 20
English 40A, 40B
General Business 10
Health 1, 5, 10, 13
Human Services 11
Internship 45A, 45B, 45C, 45D
Kinesiology courses
Philosophy 8
Physical Education courses
Political Science 6, 7

REQUIREMENT 3: All students must complete the designated degree major courses with a grade of "C" or better. Majors are listed in the section headed "Degrees and Certificates" and in the Course Descriptions section of the catalog.

REQUIREMENT 4: All students are required to successfully complete with a grade of "D" or better: Health 1, 2, 4 or 13 OR two Kinesiology/Physical Education activity courses one of which must be selected from the following:

Kinesiology 1.21, 1.22, 1.26, 1.27, 1.34, 1.37, 1.57, 1.57B, 1.59, 1.75, 1.76, 3, 4, 6, 7, 9, 10

Note: Students who will be completing degrees in Basic Police Academy, Associate Degree in Nursing, Psychiatric Technology, Radiologic Technology, or Veterinary Technology, and students who submit documentation of active military service are exempt from this requirement. This requirement is not based on units or catalog rights. Most courses listed here may also be used in Area E.

REQUIREMENT 5: All students are required to meet the Multicultural Graduation Requirement (MGR) by completing three or more units from the following courses or the programs listed below with a grade of "D" or better:

Administration of Justice 19
Anthropology 2
Art 1A, 3B, 5, 20
Asian American Studies 31
Early Childhood Education 27, 31
Education 1
English 30A, 30B, 36, 37, 38
Geography 5
History 5A, 5B, 7, 14
Human Services 11
Humanities 5, 20, 26B, 31
Math 55
Music 12, 16, 17
Philosophy 1, 3, 20
Political Science 2, 7
Psychology 12
Sociology 5
Spanish 20A, 20B, 36
Speech 8

Note: Courses listed here may also be used in Area B, C or D. This requirement is not based on catalog rights. Completion of the following programs also fulfills the multicultural graduation requirement: Basic Police Academy, Associate Degree Nursing, Psychiatric Technology, Radiologic Technology, and Veterinary Technology.

REQUIREMENT 6: All students are required to complete a minimum of 60 semester units in lower division associate degree level courses with at least a 2.0 ("C") grade point average. The grade point average that is calculated for associate degree purposes only counts units and grade points earned in associate degree level classes. Non-associate degree credit courses (numbered 100-199 and 200-299) completed fall 1989 and thereafter will not count toward the associate degree. For courses completed between July 1, 1983, and July 30, 1989, a maximum of 6 semester units of courses numbered 100-199 may be counted toward this requirement. All courses numbered 200-299 completed prior to fall 1989 may be counted toward this requirement.

REQUIREMENT 7: All students are required to complete a minimum of 12 semester units with at least a 2.0 ("C") grade point average in associate degree level classes at Yuba College.

REQUIREMENT 8: Students earning an AA or AS degree must apply for the degree by completing a petition for graduation form online. Courses may be in progress at the time of application for the degree. The deadlines are as follows: Nov. 15 for fall completion of the degree; April 15 for spring completion of the degree; July 1 for summer completion of the AA/AS degree.

General Education Philosophy Statement:

Common to both the *Associate in Arts* and *Associate in Science* degrees is a strong general education program which fosters the following philosophy: "General Education at Yuba College is more than a set of required courses. It is a course of study designed to assist the student in beginning an effective lifelong learning process in which the interrelationships of human knowledge and experience are recognized. Embodied in this design is recognition of the student's need to think and communicate effectively, both orally and in writing; to use mathematics; to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems; to develop the capacity for self-understanding; and to understand the issues related to and the ways in which health and well-being can be maintained."

Additional Associate Degrees

An *Associate in Arts* or *Associate in Science* degree will be awarded to those already possessing an associate degree, subject to the following conditions:

1. All requirements in a different major from that of previous associate degree(s) must be satisfied. The major will be printed on the degree.
2. All general education requirements in effect at the time of beginning the new degree program must be satisfied. After meeting the above conditions, a student may petition for any degree for which the graduation requirements have been met.

Transfer Requirements and Information

General Transfer Information

Yuba College offers many of the lower division (freshman and sophomore level) classes that are part of the requirements to earn a baccalaureate degree at a college or university. Yuba College students may complete all or most of their lower division general education and major preparation before transferring.

Transfer requirements and the requirements for a Yuba College Certificate of Achievement and/or Associate of Arts Degree or Associate of Science Degree program can be very different. With careful planning a student may be able to earn a certificate and/or associate degree as well as meet transfer requirements. In some specific majors, it is possible to earn an Associate of Arts for Transfer or an Associate of Science for Transfer degree. Therefore, the importance of reaching a decision regarding one's objectives as early as possible cannot be overemphasized.

Transfer requirements can vary among college or universities. Students are encouraged to meet with a Yuba College counselor to discuss their transfer plan and develop a comprehensive student educational plan which meets the requirements of the particular college or university to which they wish to transfer. For additional college and university transfer information, students are encouraged to meet with university representatives who periodically visit the Transfer Center, participate in Yuba College's Information Day, access transfer admission information including college catalogs online through college, university, or system websites, attend open house or preview events, and go on Yuba College sponsored field trips to colleges and universities.

Although Yuba College assists students in preparing for transfer, it is ultimately the students' responsibility to make sure that the requirements for transfer have been met. The information and requirements in the following sections are subject to change without notice.

Articulation

Articulation is a process of developing formal agreements that identify courses at one college that are accepted in lieu of specific courses at another college or that fulfill a specific statewide pattern of general education.

Yuba College has developed numerous articulation agreements with California State University and University of California campuses. These agreements may be viewed at www.assist.org. Articulation agreements have also been developed with some California private and out-of-state colleges and universities and are available on their websites. See a counselor for assistance.

Articulation System Stimulating Inter-Institutional Student Transfer (ASSIST)

ASSIST is a single computerized database located at www.assist.org that provides access to articulation agreements developed between California Community Colleges, the California State Universities (CSU), and the Universities of California (UC). As articulation agreements are updated, so is the information maintained in ASSIST. See a counselor for assistance in how to use ASSIST.

• CSU Transferable Courses

These are courses from a California Community College that transfer to any CSU campus for baccalaureate transfer credit.

• CSU GE-Breadth Certification Courses

These are courses from a California community college that apply to the CSU GE-Breadth certification requirements.

• CSU US History, Constitution, and American Ideals Courses

These are courses from a California community college that satisfy the CSU graduation requirement in U.S. History, Constitution, and American Ideals.

• IGETC for UC and CSU

These are courses from a California community college that apply to the Intersegmental General Education Transfer Curriculum (IGETC) requirements.

• UC Transferable Courses

These are courses from a California community college that transfer to any UC campus for baccalaureate transfer credit.

• UC Transfer Admission Eligibility Courses

These are courses from a California community college that satisfy the minimum eligibility course requirements for admission to the UC.

• By Major

These agreements specify courses at one college or university that fulfill lower-division major requirements/preparation at another college or university.

• By Department

These agreements identify courses at one college or university that are acceptable in lieu of courses at another college or university.

General Education and Graduation Requirements

This catalog describes the College's graduation and transfer requirements. Not all requirements can necessarily be met at all locations where classes are offered. Students should consult the Schedule of Classes at each location to determine the types of classes available and frequency of offerings.

Associate in Arts/Associate in Science Degree

The Associate in Arts or Associate in Science degree may be awarded to a student who has completed the following requirements:

REQUIREMENT 1: All students must pass the reading, writing, and mathematics competency examinations or equivalents listed below with a "C" or better grade.

COMPETENCY REQUIREMENTS:

1. Reading and Writing competency may be met by:
 - a. Passing English 1A or 1E with "C" or better.
 - b. Possession of an AA., A.S., or higher degree at the time of admission to campuses within the Yuba Community College District.
2. Mathematics competency may be met by a "C" or better in:
 - a. Any mathematics or statistics course that has Math 101 as a prerequisite; or
 - b. Any higher level mathematics or statistics course.

REQUIREMENT 2: All students must complete 18 units of general education, selecting at least 3 units each from Areas A, B, C, D1 (4 units), D2 and E below with a grade of "D" or better.

AREA A. NATURAL SCIENCE (Select 3 units)

Agriculture 45
 Anthropology 1
 Astronomy 1
 Biology 1, 10, 10L, 11, 15, 24, 24L, 25
 Chemistry 1A, 1B, 2A, 10
 Ecology 10, 12
 Geography 1
 Geology 10L, 11L, 12, 20
 Physical Science 10A, 10AL, 10B, 10C
 Physics 2A, 4A, 2B
 Plant Science 20, 22

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Administration of Justice 10
 Anthropology 2, 3
 Counseling 33
 Early Childhood Education 3, 31
 Economics 1A, 1B
 Geography 5
 History 4A, 4B, 5A, 5B, 7, 14, 15, 18A, 16B, 17A, 17B, 29
 Philosophy 6
 Political Science 1, 2, 3, 6, 7
 Psychology 1A, 12, 22, 33, 41, 46
 Sociology 1, 2, 5, 6, 10, 30

AREA C. HUMANITIES (Select 3 units)

Art 1A, 1B, 3A, 3B, 5, 20
 Asian-American Studies 31
 English 1B, 30A, 30B, 31B, 34, 36, 37, 38, 42, 46A, 48B
 French 1, 2
 Humanities 5, 10, 11, 20, 28A, 28B, 31, 34
 Mass Communications 3
 Music 1, 1A, 3, 12, 15, 16, 17, 18, 35
 Philosophy 1, 2, 3, 20
 Sign Language 1, 2, 3
 Spanish 1, 2, 3, 4, 10, 20A, 20B, 36
 Speech 2
 Theatre Arts 10, 32, 33, 34

AREA D. LANGUAGE AND RATIONALITY

D1. ENGLISH COMPOSITION

English 1A, 1E

D2. COMMUNICATION AND ANALYTICAL THINKING (Select 3 units)

Computer Science 2, 6, 9A, 9B, 10L
 Engineering 10
 English 1C
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 Psychology 7
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1. A second course from any Area above; OR
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3. Course(s) listed below:

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Kinesiology courses
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Kinesiology 1.21, 1.22, 1.26, 1.27, 1.34, 1.37, 1.57, 1.57B, 1.59, 1.75, 1.78, 3, 4, 6, 7, 9, 10

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These are courses from a California community college that transfer to any UC campus for baccalaureate/transfer credit.

• UC Transfer Admission Eligibility Courses

These are courses from a California community college that satisfy the minimum eligibility course requirements for admission to the UC.

• By Major

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• By Department

These agreements identify courses at one college or university that are acceptable in lieu of courses at another college or university.

Marysville Joint USD

Board Policy

Grades/Evaluation Of Student Achievement

BP 5121
Students

The Board of Education believes that grades serve a valuable instructional purpose by helping students and parents/guardians identify the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. 5020 - Parent Rights and Responsibilities)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. The Superintendent or designee shall establish and regularly evaluate a uniform grading system, and principals shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

(cf. 6011 - Academic Standards)
(cf. 6020 - Parent Involvement)

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios.

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Grade Point Average (GPA)

The Superintendent or designee shall recommend to the Board the methodology to be used in calculating students' grade point averages.

The Superintendent or designee shall also recommend to the Board whether extra grade

weighting will be assigned for honors courses that are substantially similar in depth, breadth and rigor to an Advanced Placement course, an entry-level college course or a community college level course.

(cf. 6141.5 - Advanced Placement)

Legal Reference:

EDUCATION CODE

41505-41508 Pupil Retention Block Grant

48070 Promotion and retention

48205 Excused absences

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

6101-6251 School-to-Work Opportunities Act of 1994

COURT DECISIONS

Owasso Independent School District v. Falvo (2002) 122 S.Ct. 934

Las Virgenes Educators Association v. Las Virgenes Unified School District (2nd Appellate District 2001) 86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District (N.D.Cal. 1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986) 224 Cal. Rptr. 885, 179 C.A. 3d 593

Management Resources:

CDE PUBLICATIONS

Elementary Makes the Grade!, 2001

WEB SITES

CDE: <http://www.cde.ca.gov>

Advanced Placement Challenge Project: <http://www.apchallenge.net>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

Marysville Joint USD

Board Policy

Grades/Evaluation Of Student Achievement

BP 5121

Students

The Governing Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's academic performance.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall establish a uniform grading system that shall be applied to all students in that course and grade level. Teachers shall inform students and parents/guardians how academic performance will be evaluated in the classroom.

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

A teacher shall base a student's grades solely on the quality of the student's academic work and his/her mastery of course content based on district standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods, including, but not limited to, tests, projects, portfolios, and/or class discussion as appropriate. Other elements that are not a direct measure of knowledge and understanding of course content, such as attendance, effort, student conduct, and work habits, shall not be factored into the academic grade but may be reported separately.

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

Whenever a student misses an assignment or assessment due to either an excused or unexcused absence, he/she shall be given full credit for subsequent satisfactory completion of the assignment or assessment.

(cf. 6154 - Homework/Makeup Work)

Students in elementary schools shall receive progress reports at the end of each grading period rather than letter grades.

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe

student progress in specific skills and subcategories of achievement.

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

(cf. 5125 - Student Records)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

A grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, or administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement, International Baccalaureate, honors, and/or concurrent postsecondary courses.

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Legal Reference:

EDUCATION CODE

48070 Promotion and retention

48205 Excused absences

48800-48802 Enrollment of gifted students in community college

48904-48904.3 Withholding grades, diplomas, or transcripts

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding student's achievement

49069.5 Students in foster care, grades and credits

51242 Exemption from physical education based on participation in interscholastic athletics

69432.9 Cal Grant program; notification of grade point average

76000-76002 Enrollment in community college

CODE OF REGULATIONS, TITLE 5

10060 Criteria for reporting physical education achievement, high schools

30008 Definition of high school grade point average for student aid eligibility

UNITED STATES CODE, TITLE 20

1232g Family Education Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

COURT DECISIONS

Owasso Independent School District v. Falvo, (2002) 534 U.S. 426

Las Virgenes Educators Association v. Las Virgenes Unified School District, (2001) 86

Cal.App.4th 1

Swany v. San Ramon Valley Unified School District, (1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education, (1986) 179

Cal.App.3d 593

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance
Brief, July 2016

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS CORRESPONDENCE

Report Cards and Transcripts for Students with Disabilities, October 17, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Student Aid Commission: <http://www.csac.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: (4/27/21 *board meeting*)

Marysville Joint USD

Administrative Regulation

Grades/Evaluation Of Student Achievement

AR 5121

Students

The Superintendent or designee shall inform teachers of the district's policy regarding grading, including expectations that grades shall be based on factors that directly measure students' knowledge and skills in the content area and shall not include nonacademic factors.

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

Grades for ~~Achievement~~ **Academic Performance**

For grades Elementary Schools, students' level of progress for each grading period shall be reported as follows:

- 4 Exceeds Trimester Goals**
- 3 Meets Trimester Goals**
- 2 Working Towards Trimester Goals**
- 1 Not Meeting Trimester Goals**

For Middle and High Schools, Grades for achievement shall be reported for each marking period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I	Incomplete		0 grade points

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6020 - Parent Involvement)

An Incomplete is given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, International Baccalaureate, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6172.1 - Concurrent Enrollment in College Classes)

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

During times of Distance or Blended Learning, at the uniform discretion of the administration, the teachers may make necessary changes to the grading criteria based on teacher determination of student achievement.

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education and Activity)

Grades for Citizenship, Study Skills, and Effort

Grades for citizenship, study skills, and effort shall be reported each marking period as follows:

O	Outstanding
S	Satisfactory

N Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of an A-F grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive an F grade shall not receive credit for taking the course.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average.

Withdrawal from Classes

A student who drops a course during the first six weeks of the semester may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the semester shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

Effect of Absences on Grades

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (1) lowering of a foster youth's grades for absences due to a change in placement, or (2) specified court-related activities (Education Code 49069.5)

(cf. 6173.1 - Education for Foster Youth)

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: July 21, 2015

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Marysville Joint USD

Administrative Regulation

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AR 5121

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(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

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Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: March 11, 2008 Marysville, California
revised: July 21, 2015
revised: **(4/27/21 board meeting)**

Marysville Joint USD

Board Policy

Promotion Ceremony Requirements

BP 6146.5

Instruction

8th Grade Academic Promotion Ceremony Requirements

In order to earn a Certificate of Promotion from the 8th Grade and participate in a District school's 8th grade promotion ceremony and related activities, a student must:

1. Be enrolled as a full-time student at least six periods during the entire fourth quarter or present records that meet the intent of #2, #3, and #4 below.
2. Maintain a cumulative average 2.0 GPA for the 8th grade year except as noted below.
3. Not be on suspension, or recommended for expulsion at the time of the promotion ceremony.
4. Be in attendance at least 85% of the school days enrolled during the fourth quarter. Days of absence while under a doctor's care will be deducted from the absences used in calculating attendance during the fourth quarter.

If the student is in danger of not meeting #2 above, it will be the responsibility of the school to notify the student(s) and parent(s) and/or guardian by phone, if possible, and if not by phone, by certified letter at the following times:

- * At the beginning of the fourth quarter.
- * At such time as the student is in danger of not meeting these requirements, including, but not limited to just prior to finals, if those tests may result in the student not meeting these requirements.

The principal, and only the principal, can, at his/her discretion, create a promotion contract to allow a student with a GPA of at least 1.75 at the end of the third quarter of the 8th grade to participate in promotion activities when special circumstances exist. Each contract will contain, at a minimum, the following criteria:

1. Evidence that the student's grades in the first three quarters of the 8th grade are not representative of the student's ability and there have been special circumstances that have resulted in those lower grades.
2. The student receives a GPA of not less than 2.5 during the fourth quarter of the 8th grade.

3. The student must complete classwork, assigned extra-credit, and/or make-up work, and participate in after school tutoring programs as assigned by his/her teachers.
4. The student must be in attendance at least 90% of the school days enrolled during the fourth quarter. Days of absence while under a doctor's care will be deducted from the absences used in calculating attendance during the fourth quarter.
5. The student's parent(s) or guardian, the student, and the principal sign the contract.

During times of Distance or Blended Learning, at the uniform discretion of the administration, necessary changes to promotion policies may be made to allow students that have suffered loss due to Distance Learning / Blended learning to participate in promotion ceremonies.

Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
adopted: March 11, 2008 Marysville, California
revised: June 25, 2019

Marysville Joint USD

Board Policy

Promotion Ceremony Requirements

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Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: June 25, 2019

revised: *(4/27/21 board meeting)*

Marysville Joint USD

Administrative Regulation

Non-Promoted 8th Grade Students

AR 6146.5
Instruction

Students not meeting the criteria for Board Policy 6146.5 will be transferred to the MJUSD Community Day School program for their freshman year. Students will have access to smaller classes, academic counseling, enhanced study skills development, and organizational skills training. Students can earn up to 30 high school credits per semester with an opportunity to earn an additional five (5) semester credits.

With the successful completion of their freshman year (2.0 GPA, 95% attendance, and earning a minimum of 60 credits) at the MJUSD Community Day School, students will be transferred back to their high school of residence for the fall semester of their sophomore year without an academic contract and with the prerequisite skills to be a successful high school student.

Any student wishing to compete in athletics during the spring semester who has successfully completed 30 credits during the fall semester may, with approval from parents and administration of the comprehensive site, attend that school and compete.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: July 28, 2015 Marysville, California
revised: May 31, 2018

NEW

Marysville Joint USD

Administrative Regulation

Non-Promoted 8th Grade Students

AR 6146.5

Instruction

Students not meeting the criteria for Board Policy 6146.5 will be given priority placement in summer school on years when summer school is available. These incoming freshman will be given intervention and academic support their freshman year in order to create a successful academic transition into high school, regardless of summer school status in that year. Non-promoting 8th graders will have the educational option of attending Marysville CDS in order to access to smaller classes, academic counseling, enhanced study skills development, and organizational skills training before re-entering the comprehensive high school at a semester break.

Students who choose to attend community day's smaller remediation based environment will have the same academic support as non-promoting 8th graders when re-entering the comprehensive site until such time as support is not deemed necessary through the SST process.

Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT
approved: July 28, 2015 Marysville, California
revised: May 31, 2018
revised: *(4/27/21 board meeting)*

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/21

Classified School Employees Appreciation Week

WHEREAS, classified school employees provide valuable services to the schools and students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment in the schools and to students of the Marysville Joint Unified School District; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of the Marysville Joint Unified School District's students; and

WHEREAS, classified school employees employed by the Marysville Joint Unified School District strive for excellence in all areas relative to the educational community; and

THEREFORE, BE IT RESOLVED that the Marysville Joint Unified School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Marysville Joint Unified School District and declares the week of May 16 through May 22, 2021 as Classified School Employee Week in the Marysville Joint Unified School District.

Passed and adopted this 27th day of April by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy Rasmussen
President - Board of Trustees

3B

**INITIAL PROPOSAL
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
to the
OPERATING ENGINEERS LOCAL UNION #3
for
2020/2021 SUCCESSOR AGREEMENT**

The Marysville Joint Unified School District ("District") and Operating Engineers Local Union 3 are parties to an agreement which expires on June 30, 2024. Pursuant to Article 21, Reopeners are:

Total Compensation Package Including:

- 1) ARTICLE 10: Health and Welfare Benefits
- 2) ARTICLE 11: Salary

In addition, the District reopens on the following articles:

- ARTICLE 1: Agreement
- ARTICLE 4: Hours and Overtime
- ARTICLE 8: Temporary Assignment to Other Duties and Compensation

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

COMMUNICATION and ENGAGEMENT SPECIALIST

SUMMARY:

The Communication and Engagement Specialist will spearhead communication efforts designed to inform, educate, and engage stakeholders, so stakeholders are aware of what is happening and are more connected to their students' educational outcomes.

Under direction of the Superintendent, or designee, the Communication and Engagement Specialist will lead efforts related to home-school-community communication and community engagement. The Communication and Engagement Specialist performs a variety of specialized duties in framing, updating, gathering, informing, and connecting stakeholders, utilizing social media engagement applications including You Tube, Vimeo, Facebook, Twitter, and Instagram, along with survey platforms, such as Qualtrics, while assisting schools and departments in implementing effective communication plans.

QUALIFICATIONS:

Experience/Education: Any combination of education/experience equivalent to a Bachelor's degree with major course work in communication, public relations, marketing or a related field and five years' experience in journalism, public relations, or another communication-related field

Other: A valid California driver's license

DISTINGUISHING CHARACTERISTICS:

- Demonstrate good judgment and have a strong sense of ethics
- Exhibit sensitivity to diversity, cultural competency, equity, and access
- Demonstrate standards of professional conduct as outlined in Board Policy
- Promote educational excellence for all students

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide excellent customer service; develop and maintain professional relationships with news media, business representatives, community members, families, students, and district employees.
- Work with schools to establish and coordinate mutually beneficial partnerships with community-based organizations, parent organizations, the community, and businesses that can help schools advance student learning and close student achievement gaps between ethnic and socioeconomic groups by working with all of the District's diverse communities.
- Plan, organize, control, manage, and provide support to strengthen the relationship between the District, its stakeholders, schools, and local community-based organizations for the purpose of promoting educational excellence for all students.
- Provide insight and guidance to staff on effective communication and community engagement strategies, tactics and best practices.

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- Collect, analyze, and prepare stakeholders' input to help staff develop strategies to increase outreach and access required for students' academic success.
- Support expansion of volunteer base and resources to local schools; help coordinate the recruitment, screening, placement, scheduling, and training of parent and community volunteers; implement evidence-based parent engagement strategies.
- Monitor and track news media and social media activity concerning the District and its schools; maintain ongoing awareness of current school district and community issues.
- Support emergency communication efforts through the production of written and recorded messages across multiple platforms.
- Assist staff in responding to news media inquiries by writing talking points and determining appropriate resources and strategies for responses.
- Draft news releases and media advisories as instructed; arrange and coordinate media interviews as instructed.
- Prepare written and multimedia content for social media platforms, District website, newsletters, internal platforms, television and other mediums as assigned.
- Attend school, District and community events as a District representative and to gather the news, pictures, etc., for the use in public information releases and promotions.
- Plan, schedule, attend, and facilitate meetings and events to support District goals.
- Other duties as assigned.

KNOWLEDGE:

- Current applicable laws, codes, regulations, policies, and procedures
- School district organization, operations, policies, and objectives
- Public relations and communications practices, ethics and procedures
- Diverse cultures in the community
- Operation of a computer and related software
- Professional video editing, photo editing, and design software
- Graphic design principles and techniques
- Correct English usage, grammar, spelling, punctuation, and vocabulary
- Modern office practices, procedures, and equipment
- Copyright laws

ABILITIES AND SKILLS:

- Effective practices in communication and stakeholder engagement
- Effective verbal and written communication skills
- Social media engagement on applications including YouTube, Vimeo, Facebook, Twitter and Instagram

- Project and event planning and coordination
- Post content to web platforms including content management systems
- Operate professional video, photo, and design production and editing equipment, including HD cameras, camera accessories, microphones and sound equipment, and advanced editing and design software
- Develop project timelines and schedules, track progress, implement projects, and evaluate effectiveness
- Work within a diverse team and with a variety of district and community partners
- Demonstrate leadership to all stakeholders by inspiring and motivating others to reach a common goal
- Strengthen the relationship between the district, its families, schools, and local community-based organizations
- Handle multiple tasks, work under pressure, and work with priorities/deadlines subject to frequent change
- Maintain records, prepare reports, budget requests, and estimates and handle administrative details and problems
- Use good judgment and have a strong sense of ethics
- Bilingual and Bi-literate Spanish preferred

PHYSICAL REQUIREMENTS:

Physical abilities include the usual and customary methods of performing the job's functions and require the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, touching and/or feeling; manual dexterity to operate a telephone and enter data into a computer.

Significant physical abilities include ability to sit at a desk, conference table, or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations.

WORK ENVIRONMENT:

- The work environment characteristics described are representative of those an employee encounters while performing the essential functions of this job.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work environment is usually moderate.
- Employees in this position will be required to work indoors in a standard office environment and come in direct contact with district staff and the public.

- Availability to attend District and/or community events on weekends and/or evenings.

Board Approved []

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Database Administrator

Job Summary:

Under general supervision of the Director of Technology, participate in the coordination of activities pertaining to the planning, design, implementation and use of various databases used throughout the district; researches and analyzes data base management systems file structures, access methods, and data relationships to insure an accurate data bases with current state of the art designs and security; assist school staff with the use of various student and business software used throughout the district.

Essential Functions (including, but not limited to):

1. Analyze data collected from various district systems (Student Information System, Financial System, Personnel, etc.) to provide various reports to the district administration and School Board
2. Assess user needs in data analysis and database development and create queries or systems to fulfill those needs
3. Design and conduct user surveys to collect data on various district activities/services.
4. Assist the Director of Technology with the evaluation and recommendation of new database applications acquired by the District.
5. Provide Training to end users throughout the District on various systems (Student Information System, Financial System, etc.)
6. Provide support for the District's student information system and business applications.
7. Provide supervision to the database analyst and other staff.
8. Respond to user requests for database queries from the student information system, business applications, and other data driven applications.
9. Keep informed of new trends and developments in the field of Educational Technology, Information Technology, database administration, and security.
10. Performs procedures required for data backup
11. Enforces the standards established by the district for database usage

12. Establishes appropriate security measures to ensure safety and privacy of data.
13. Maintain hardware and software used to store various databases throughout the district.
14. Perform all aspects of software and system development lifecycles for the purpose of maintaining system availability and data integrity.
15. Perform programming, scripting, and custom reporting for the student information system, as well as other district data systems, for the purposes of meeting specific data and communication requirements.
16. Coordinate, plan, and support upgrades, patches, and major releases for the district's database systems and applications.
17. Provide problem analysis and correction.
18. Monitor, support, and audit compliance with local, state, federal, and other reporting requirements by modifying processes to capture data as needed as well as facilitating data retrieval for district staff
19. Provide support to various district software applications to insure proper data sharing.
20. Perform related duties as assigned.

Employment Standards:

Required:

1. Knowledge of and ability to use a variety of applications for the creation of database and information systems.
2. Working knowledge of programming languages common to database administration (Microsoft SQL, ORACLE, MySQL, etc.)
3. Familiar with all Windows and Chrome OS.
4. Schedule and lead the implementation of major projects to develop databases to fulfill district needs on data analysis and data collection.
5. Understanding of relational database structure.
6. Maintain current database and computer technology knowledge
7. Read, interpret and apply technical manuals, and documentation
8. Work effectively with staff
9. Communicate effectively both orally and in writing
10. Work flexible hours
11. When necessary; lift and move computers, and related equipment

12. Experience equivalent to:

- Three years of increasingly responsible experience in database design and administration.
- Experience requirements may be substituted on a year-for-year basis by education above Associate Degree in database applications or related field.

Desirable:

1. Bachelor's Degree in Computer Science or related field
2. Database Certification (MCSA/MCSE, OCP, etc.)
3. Valid California Driver's License: Expected for mobility throughout the District

Board Approved: ()

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/22

**PROCLAIMING MAY 7, 2021
"School Lunch Hero Day"**

WHEREAS, the staff of the district's school meals and nutrition department are committed to providing healthful, nutritious meals to the district's children; and

WHEREAS, the women and men who prepare and serve school meals help nurture our children through their daily interaction and support; and

WHEREAS, the day of Friday, May 7, 2021 is School Lunch Hero Day.

NOW, THEREFORE, BE IT RESOLVED that the Marysville Joint Unified School District expresses its deep appreciation to these valuable employees and commends their good work on behalf of children.

PASSED AND ADOPTED THIS 27TH DAY OF APRIL 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

4. CONTRACT

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

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents: **New Modular Building Containing Three Classrooms at Anna McKenney Intermediate School.**

2. Contract Documents

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

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Six Hundred Thirty-Three Thousand Dollars (\$ 633,000.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

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

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **90** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

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Business Services Department


Approval: P. Lanning

Date: 4.14.21

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

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

_____	<u>BRCO Constructors, Inc.</u>
Name	Contractor Name
_____	<u>511602 / Exp. 06/2021</u>
Signature	Contractor License No. and Expiration Date
_____	
Title	Individual Signature
_____	<u>Vice President</u>
Date	Title
	<u>April 12, 2021</u>
	Date

For: BRCO Constructors, Inc.
Corporation or Partnership

If Corporation, Seal Below.

4. CONTRACT

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

District and Contractor hereby agree as follows:

1. Description of Work

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

2. Contract Documents

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

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of **Two Hundred Sixty-Eight Thousand Dollars (\$ 268,000.00)**, which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

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

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **90** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

325

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

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

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT


Penny Lausens
Name

Signature
Assistant Superintendent
of Business Services
Title

Date

Kiz Construction
Contractor Name

License # 9841063 Exp: 6/30/2021
Contractor License No.
and Expiration Date


Individual Signature

owner
Title

April 27, 2021
Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.



MEMORANDUM

TO: Board of Trustees
Gary Cena, Superintendent
Penny Lauseng, Assistant Superintendent of Business Services
Marysville Joint Unified School District

FROM: Robert Thurbon, Legal Counsel

DATE: April 16, 2021

RE: SitelogIQ Agreement - Amendment No. 1

The Board of Trustees previously approved the Energy Services Agreement with SitelogIQ that includes an option to add a Phase II scope of work to the project. Sufficient funding has been received to permit the District to add the Phase II scope of work to the project. The cost for the Phase II portion of the work is \$8,124,292 with an additional \$3,460.00 for the operation and maintenance portion of the contract. If the District subsequently activates the Savings Guarantee, something that staff does not recommend doing at this time, the District will pay a pro rata share of an additional \$3,290.00, depending on when, if ever, the District activates the Savings Guarantee. The schedule for final completion of the additional solar installations proposed in Amendment No. 1 extends to September 30, 2023 due to PG&E upgrade requirements and current modernization construction at Arboga Elementary.

Staff has evaluated the Phase II scope of work proposed by SitelogIQ and determined that the additional scope is consistent with, and enhances the benefits of, the total Project. District Counsel has reviewed and approved as to form Amendment No. 1 to the Energy Services Agreement adding the Phase II scope of work. Staff recommends approval of the Amendment to the Energy Services Agreement adding the Phase II work to the total scope of the Project.

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Amendment No. 01 Marysville Joint Unified School District

Agreement: ENERGY SERVICES AGREEMENT
Original Agreement Effective Date: February 8, 2021

Amendment No.: 01 – Marysville JUSD HVAC, Controls, EIP, and Photovoltaic Renewable Energy System Installation

This Agreement Amendment, made by and between Famand, Inc (dba SiteLogIQ), hereinafter designated as “Contractor”, and the Marysville Joint Unified School District hereinafter designated as “District”, mutually agree to the following modifications in the above contract between the parties; hereinafter called the “Original Agreement”:

Item#1:

Addition of HVAC equipment replacements, HVAC controls and Photovoltaic Renewable Power Plants and deduction for (717) GPS units that are not needed based on Phase II findings:

- The following are the Phase II Option scope additions (per page 8 of the Original Agreement dated 2/8/21) and as per Division A Section 3.1 and Division B Section 3.2 of the noted Original Agreement.
- The schedule for Final Completion of the additional solar installations proposed in the Amendment shall extend to September 30, 2023 due to PG&E upgrade requirements and current modernization construction at Arboga Elementary.
- All other provisions of the Original Agreement are to remain intact.

The above scope is presented as an Amended Division A of the contract on the following pages:

- Division A Energy Conservation Work; Additional Investment for Phase II:
\$8,735,168.00
- Division A Energy Conservation Work; Deductive order for Engineered Infection Prevention (EIP) work (as per Division A Section 3.5 of the Original Agreement):
\$610,876.00

Total Construction Adder (Division A)	\$8,124,292.00
Total O&M Adder (Division C, Section 4.1)	\$3,460.00
Total Optional Savings Guarantee Adder (Division C, Section 5)	\$3,290.00

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CA Office: 1512 Silica Ave, Sacramento, CA 95815
Phone: (916) 978-1315 • Fax: (916) 978-5813
www.sitelogiq.com • CA License #1054171

Business Services Department
Approval: P. Lausong
Date: 4.20.21



Except as expressly set forth herein, all terms and conditions of the original Energy Services Agreement shall, where applicable, apply to the scope of work set forth in this Amendment No. 1 and unless expressly set forth herein, this Amendment No. 1 is not intended to, and does not otherwise alter, modify, or amend the terms and conditions set forth in the original Energy Services Agreement.

Sincerely,

Kecia Davison
Vice President

District Approval:

Signature: _____
Name: Penny Lausen
Title: Asst. Supt. of Business Services
Date: 4/27/21



AMENDED EXHIBIT C

PROJECT SCOPE OF WORK INDEX

<u>Section 3.1</u>	HVAC Scope of Work and Controls Scope of Work
<u>Section 4.1</u>	Photovoltaic Renewable Energy Plant Scope of Work
<u>Section 5.1</u>	Proposed Project Installation Timeline & Coordination

3.1 HVAC SCOPE OF WORK AND CONTROLS SCOPE OF WORK

3.1.1 Basis of Design and Engineering

The intent of this project is to reduce the District's utility costs and operational expenses by replacing the HVAC equipment at (15) sites with new high energy efficient units identified in the HVAC scope of work below.

As requested, Contractor will be replacing the existing units listed below in Section 3.1.2 with new higher efficient equipment of equal capacity. These in-kind replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on the energy efficiency and economic viability. These retrofits are like-for-like equipment replacements that are not structural in nature. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement or addition of small light-weight HVAC systems. According to State of California Division of State Architect Office of Regulation Service Policy #97-08, IR A-10 (Exemption from DSA Approval document, issued on 1/7/19), IR A-22, IR 11B-6 and applicable Sections 17280-17316 of the California Education Codes, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only and is considered maintenance related replacements that do not alter or affect primary or secondary framing members. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

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In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required.

Contractor will use the current 2019 Title-24, 2019 California Building Code (CBC), 2019 California Plumbing Code (CPC), 2019 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

3.1.2 HVAC Unit Replacement Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new package and split system HVAC units as detailed below.
- Provide sheet metal transitions as required to connect new unit to existing opening.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new equipment with new disconnects, as required.
- Reconnect existing flue pipes, condensate and refrigerant lines, as required.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.
- As requested, install MERV 13 air filters in all Package and Split System unit replacements (187 total units). New Bard unit replacements listed in the Scope of Work below will come with factory equipped MERV 13 filters.

Note: MERV 13 filters may create additional pressure drop on light-commercial duty HVAC systems which may not be designed for it. As a result, HVAC equipment may experience decreased air delivery which in turn may lead to comfort issues and pre-mature equipment failures. It is recommended that maintenance and filter replacements be completed more often than the standard industry practice.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Arboga Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Kinder 1, Kinder 2, Staff, Cafeteria	4	5.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms 5, 6, 8, 9, 10-13, 15-24, Speech Services	19	3.5	H/P	Bard	Yes	Yes
Room 7	2	3.5	H/P	Bard	Yes	Yes
Room 14	1	4.0	H/P	Bard	Yes	Yes

Browns Valley Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms 4, 5, 6	3	3.5	H/P	Bard	Yes	Yes
Electric Room	1	1.5	Mini Split	Day & Night or Equal	Yes	Yes
Room 3	1	5.0	Pkg G/E	Day & Night or Equal	Yes	Yes

Marysville Charter Academy for the Arts						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Office/Admin	1	3.0	H/P	Bard	Yes	Yes
Rooms 4-8, 10, 11, 14, 19, MCAA Storage, Tech Bldg.	11	3.5	H/P	Bard	Yes	Yes
Tech Bldg.	1	4.0	H/P	Bard	Yes	Yes
Rooms 12, 13	2	5.0	H/P	Bard	Yes	Yes

Community Day School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
P100 Admin	1	2.5	H/P	Bard	Yes	Yes
P100 Admin, P101, P102	3	3.5	H/P	Bard	Yes	Yes
Transportation Break Room	1	5.0	Split G/E	Day & Night or Equal	Yes	Yes

Cordua Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Library/Speech	1	3.5	H/P	Bard	Yes	Yes
Office	1	2.5	Split G/E	Day & Night or Equal	Yes	Yes

Covilland Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms A106-A108, A111, A113, Library, Reading	7	3.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Room B105/106	1	10.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms P104, P106, P107, P113, Rm-A. Rm-C	6	3.5	H/P	Bard	Yes	Yes
Rooms P105, P110-P112, Comp Lab/Speech, Rm-B	6	4.0	H/P	Bard	Yes	Yes

Office	1	3	Split G/E	Day & Night or Equal	Yes	Yes
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District Office						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Auditorium	2	4.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Area 201-205	3	4.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Area 201-205	3	3.5	Pkg G/E	Day & Night or Equal	Yes	Yes
Area 204-205	1	7.5	Pkg G/E	Day & Night or Equal	Yes	Yes
Storage 1, Storage 2, Room 115, unnamed (near Room 115), Testing Records, unnamed (near Rm 114)	6	3.0	H/P	Bard	Yes	Yes
Board Chambers Room, Record Storage	2	3.5	H/P	Bard	Yes	Yes
Staff Break Room	1	2.0	H/P	Bard	Yes	Yes
Board Room Chambers	1	5.0	H/P	Bard	Yes	Yes



Rooms 207, 221 Storage, 114	3	4	Split G/E	Day & Night or Equal	Yes	Yes
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Johnson Park Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms 18-27	10	3.5	H/P	Bard	Yes	Yes

Linda Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms P2-P11	10	3.5	H/P	Bard	Yes	Yes
Rooms 109, Library	2	1.5	Split G/E	Day & Night or Equal	Yes	Yes
Rooms 112, 116, K-B, Bldg. K	4	3.0	Split G/E	Day & Night or Equal	Yes	Yes
Rooms K-A, K-C, K-D	3	4.0	Split G/E	Day & Night or Equal	Yes	Yes
Rooms 108, 109.5, 110, 114, 115,	5	5.0	Split G/E	Day & Night or Equal	Yes	Yes

Lindhurst High School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms 105, 106, Weight Room 1, Weight Room 2, P7, P8, P13, P15	8	3.5	H/P	Bard	Yes	Yes

South Lindhurst High School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms 1-4, 6	5	3.5	H/P	Bard	Yes	Yes
Staff Room	1	2.5	H/P	Bard	Yes	Yes
Rooms 7, Admin Office	2	4.0	H/P	Bard	Yes	Yes

Loma Rica Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
MPR	1	7.5	H/P	Day & Night or Equal	Yes	Yes
Room 6	1	4.0	H/P	Bard	Yes	Yes

Rooms 7-10, Office, Library	6	3.5	H/P	Bard	Yes	Yes
Office, Toilets	2	2.5	H/P	Bard	Yes	Yes

Marysville High School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
M2	1	3.0	H/P	Bard	Yes	Yes
Gym	4	15.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Cafeteria	2	10.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms A, C, D	3	8.5	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms B, V	2	7.5	Pkg G/E	Day & Night or Equal	Yes	Yes
Room P	1	6.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Room S1-S3, Kitchen, Dark Room, Attendance, Staff Room	7	3.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms E, K, R, S, T	5	4.0	Pkg G/E	Day & Night or Equal	Yes	Yes

Kitchen	1	2.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Vera Bryan Bldg.	1	2.0	H/P	Day & Night or Equal	Yes	Yes

McKenney Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Band Storage	1	5.0	Split G/E	Day & Night or Equal	Yes	Yes
Room 21	1	4.0	Split G/E	Day & Night or Equal	Yes	Yes
Custodial Room	1	2.0	Mini Split	Day & Night or Equal	Yes	Yes
Lab Room, Science Room 1, Chem Storage/Office, Science Room 2	4	3.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Student Services	1	4.0	Pkg G/E	Day & Night or Equal	Yes	Yes
Rooms 4-10	7	4.0	Pkg G/E	Day & Night	Yes	Yes

				or Equal		
Rooms P1-P4	4	3.5	H/P	Bard	Yes	Yes

Olivehurst Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	SEER/EER Meets T-24 Requirements	AFUE% Meets T-24 Requirements
Rooms 13-17	5	5.0	Split G/E	Day & Night or Equal	Yes	Yes
Rooms Pre-1, Pre-3, 18, 19, 21-23, 25, 301, 201	10	3.5	H/P	Bard	Yes	Yes
Rooms Pre-2, Pre-C	2	4.0	H/P	Bard	Yes	Yes

Notes:

* - H/P – denotes Heat Pump system unit.

** - G/E – denotes Gas Electric system unit.

*** - Equipment brand noted above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 5.1 below), constructability and other considerations as determined by the Project Manager.

3.1.3 Woodshop/Pottery Barn Mechanical Scope of Work

As requested, Contractor will provide and install supplementary spot cooling systems at the locations designated by the District. The considered spot cooling systems are in addition to the existing HVAC systems that provide ventilation, heating, evaporative cooling, and exhaust. Those existing systems are to remain as-is and are not part of this Scope of Work. *Note: due to the dusty environment of the Woodshop/Pottery Barn, to ensure trouble-free operation of the newly added systems it is recommended to perform filter change-outs and additional maintenance more frequently than the standard industry practice.*

- Provide and install (4) 3-ton ductless systems in the classroom areas (2) in the Woodshop and (2) in the Pottery Barn area.
- Provide and install (2) 1-ton ductless systems for the teacher's offices, (1) in the Woodshop and (1) in the Pottery Barn area.
- Install roof mounted sleepers with sheet metal cap for mounting the outdoor units.
- Provide and install gooseneck roof penetrations for the line sets and electrical.
- Provide and install line sets from the indoor unit location to the outdoor unit location.
- Provide and install condensate lines to the nearest point of termination.
- Provide and installed electrical circuits from the existing electrical panels located in the building to the newly installed ductless split systems.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up.

3.1.4 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Sheetrock work, Framing, Stucco, Painting; Plumbing; Fire Sprinklers; Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- DDC controls; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead abatement etc.
- All work is to be completed during normal working hours. Any request by District to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- DSA fees, reviews and approvals (exempted).
- Any items not specified in this Scope of Work.

3.1.5 Single-Zone HVAC Units Controls Scope of Work



To minimize HVAC equipment operation and save energy, (515) single-zone 7-day programmable thermostats serving the HVAC equipment will be replaced with new Pelican model TS250 or equal, 365-Day programmable, internet-programmable thermostats.

The District will have the capability to adjust the temperature set points within pre-determined range. HVAC units will be programmed to run for a pre-determined period of time (see below) within the published Annual School Calendar to address Holidays and non-instructional days. The thermostat will have digital display and set back capability. The janitorial staff shall not operate the thermostats after regular school or office hours as the extra run time will affect the energy usage. To address ventilation requirements the fan is to be programmed in the "ON" mode. For better energy efficiency and to comply with Title-24 regulations Contractor assumes the following zone temperature settings to achieve 5° F dead band:

- 75° F – Minimum Occupied Cooling
- 70° F – Maximum Occupied Heating
- 95° F – Night/Unoccupied set back. Different set back cooling temperature can be established in critical areas per District's request.
- 40° F – Unoccupied Heating for Gas Heating units (night set back can be established per District's request to prevent water pipes freezing in the critical areas)
- 45° F – Unoccupied Heating for Heat Pump units (night set back can be established per District's request to prevent water pipes freezing in the critical areas)

Specific sites morning warm-up schedules for individual thermostats (per Bell schedules obtained through the District's School website):

<u>Site</u>	<u>Location</u>	<u>Daily Programming Schedules</u>
Arboga Elementary	All Areas	7:15 AM – 4:00 PM
	Preschool	7:00 AM – 12:15 PM
Browns Valley Elementary	All Areas	7:00 AM – 3:15 PM
	TK, K	7:10 AM – 1:30 PM
Cordua Elementary	All Areas	7:15 AM – 3:15 PM

	TK, K	7:10 AM – 1:30 PM
Covillaud Elementary	All Areas	7:00 AM – 3:30 PM
	Preschool	7:00 AM – 4:30 PM
Johnson Park Elementary	All Areas	7:15 AM – 3:35 PM
Linda Elementary	All Areas	7:10 AM – 4:00 PM
	Preschool	7:00 AM – 4:30 PM
Lindhurst High School	All Areas	7:10 AM – 3:25 PM
	Preschool	7:00 AM – 4:30 PM
South Lindhurst High School	All Areas	7:00 AM – 3:50 PM
Loma Rica Elementary	All Areas	7:10 AM – 3:20 PM
Marysville High School	All Areas	6:55 AM – 4:05 PM
District Office	All Areas	7:30 AM – 4:00 PM
Community Day	All Areas	8:00 AM – 4:40 PM
Marysville Charter Academy for the Arts	All Areas	6:50 AM – 4:00 PM
McKenney Elementary	All Areas	7:10 AM – 3:20 PM
	Preschool	7:00 AM – 4:30 PM
Olivehurst Elementary	All Areas	7:15 AM – 3:35 PM
	Preschool	7:00 AM – 4:30 PM
Dobbins Elementary	All Areas	7:20 AM – 3:45 PM



Edgewater Elementary	All Areas	7:30 AM – 3:45 PM
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Note: Above Schedules are for Mon-Fri operation, **off on Sat-Sun and Holidays per Marysville JUSD 2020-2021 Instructional Calendar.**

Contractor includes up to (4) hours of District's training on how to program and operate new thermostats.

Existing thermostats will be removed and discarded or returned to the District, if desired.
Existing time clocks and Energy Management System interfaces (if applicable) will be disabled and abandoned in place.

The specific quantities for the new thermostats are provided in the following table:

<u>Site</u>	<u>Quantity</u>
Arboga Elementary	31
Browns Valley Elementary	12
Cordua Elementary	9
Covillaud Elementary	29
Johnson Park Elementary	30
Linda Elementary	51
Lindhurst High School	9
South Lindhurst High School	33
Loma Rica Elementary	15
Marysville High School	78
District Office	37
Community Day	13
Marysville Charter Academy for the Arts	24

McKenney Elementary	45
Olivehurst Elementary	44
Dobbins Elementary	21
Edgewater Elementary	34

3.1.6 Single-Zone HVAC Units Controls Scope of Work Exclusions

The above Scope of Work excludes the following:

- Warranty, repair and/or upgrades to the existing control, HVAC, and electrical systems and system components found in disrepair or not compliant to code. Any and all system defects as a result of pre-existing condition. Re-wiring due to insufficient number of conductors for the thermostats.
- Wi-fi/internet connections set up at District's sites.
- Any additional thermostats. New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above. Existing DDC systems replacements or upgrades.
- Fire and Life Safety equipment and its components, unless addressed above.
- DSA fees, reviews and approvals (exempted).
- All work is to be completed during normal working hours. Any request by District to change working times may result in a change order for added overtime rates.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any and all other items not specified in this scope.

4.1 PHOTOVOLTAIC RENEWABLE ENERGY PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System, unless otherwise excluded in this Scope of Work. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates. Contractor shall add the additional sites to Division C of the Agreement.



In addition to the solar scope of work, Contractor will provide Customer Staff at least 2 days of Energy Management and Conservation Training at each Customer site. Contractor will work with Customer to develop the training curriculum and schedule the training at each site.

4.1.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in section 4.1.14. Any changes to the location, size, or orientation shall constitute a Change Order. In summary, the solar PV systems will include the following:

1. *Arboga Elementary solar installation will include one (1) electricity grid-connected carport/canopy structure photovoltaic systems with a total rated approximate capacity of 162.9 kW-DC-STC. ADA upgrades excluded. . It is assumed all existing ADA is compliant.
2. *Dobbins Elementary solar installation will include one (1) electricity grid-connected carport/canopy structure photovoltaic system with a total rated approximate capacity of 102.4 kW-DC-STC. Parking lot re-finishing, striping, signage and ADA by district.
3. *Loma Rica Elementary solar installation will include one (1) electricity grid-connected carport/canopy structure photovoltaic systems with a total rated approximate capacity of 45.4 kW-DC-STC.

*Construction Schedule is dependent on PG&E approval.

In general, the PV Systems will consist of the following:

-
- a. PV modules
 - b. PV module support structure
 - c. Inverter(s)
 - d. System electrical protection
 - e. Electrical disconnects
 - f. Control and monitoring systems
 - g. Computer Monitoring for system information installed in main office (District to provide internet access)
 - h. Outdoor rated equipment enclosures
 - i. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
 - j. Equipment foundations
 - k. Lighting under carport canopies as required per code. Lighting under on-campus canopies are not required.



1. Code required electrical Signage

4.1.2 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.
- D. Electrical Systems design, including:
 - PV modules
 - Inverter
 - DC combiners, disconnects, fuses, and wiring
 - AC breakers and disconnects
 - Metering
 - Enclosures, conduit, and wiring
 - Communications and control systems as described herein
 - Other electrical systems included in the scope of work

4.1.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the District ("District Permits"). District shall obtain, and shall file on a timely basis, any documents required to obtain all such District Permits. District shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits



District Permits include:

- CEQA (Categorical Exemption certified by the District is assumed for this project)
- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

4.1.4 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System.

4.1.5 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

- A. Civil construction, including surveying, clearing, grubbing, excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
- F. Support services, including Contractor's trailers (if needed), shaded worker rest areas, and restroom facilities
- G. Coordination with District's staff for site access, laydown, and storage with minimal interference with school operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. Miscellaneous consumable materials required to erect the System



- N. Coordination with District's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

4.1.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the District for review and approval. District shall review the documents and provide any comments in writing to Contractor within fifteen (15) Business Days after receipt of such documents (the "Design Review Period"). District shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various District personnel. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate District comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to District for additional Design Review, which shall not extend longer than five (5) Business Days, until District approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the District.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)



L. Professional Engineer Wet Stamps and signatures on final design documents:

- Electrical Design package
- Structural Calculation package

M. Interconnection Agreement with Local Utility

N. Documentation for Rate Change with Local Utility

4.1.7 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and District provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to District within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- (a) Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- (b) Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (c) Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- (d) Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and District;
- (e) Force Majeure Events;
- (f) A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- (g) Any defect of deficiency to the extent the same results from a specific written direction from the District if, prior to implementing such written direction, Contractor advised District that District’s written direction would so affect the warranty provided by Contractor hereunder.

4.1.8 Manufacturer Warranties

Contractor shall procure and assign to District warranties from the equipment manufacturers (the “Manufacturer Warranty”) to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity



generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to District the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and District shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Contractor shall require that Manufacturers provide the following warranties:

- a. Inverters shall have a ten (10) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Ten (10) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

4.1.9 Performance Test

Contractor is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. Contractor shall provide all test equipment and special instrumentation required for the tests.

Contractor shall operate the System during the Performance Tests. District shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, Contractor shall submit promptly the relevant certificate containing the results of such Performance Test to District's Representative as soon as practicable, but in any event within five (5) Business Days. District's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, District's Representative shall execute the certificate including the Performance Test that failed. Contractor shall repeat the Performance



Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to District's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.

The following additional definitions apply to the System Performance Test:

- “Actual System Power Output” means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- “Nameplate Rated Capacity” means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- “Standard Test Conditions (STC)” are defined as the following:
 - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m².
 - 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - Air Mass (AM) of 1.5.
- “Test Period” means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds **ninety-five percent (95%)** of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of Contractor's control.



4.1.10 Project Closeout

- a. Contractor shall deliver to District an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punchlist items.
- b. At District's request, Contractor shall provide District's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. District's personnel shall have the qualifications necessary to perform their activities and will be hired by District or its Affiliate. Contractor shall provide District reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to District as to the availability or amount of any such subsidies, rebates or incentives.

4.1.11 District Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by District:

- a. The District shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in District's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in District's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in District's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- b. District shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- c. District shall make water source available at the Site for construction water;
- d. District shall obtain the District Permits;



- e. District shall be responsible for hiring and paying for a Division of State Architect certified Inspector of Record;
- f. District shall select its own personnel so that it is present at the date of Substantial Completion;
- g. District shall pay for and provide communication access for system monitoring;
- h. District shall pay for all taxes, fees, and costs required to obtain all Permits; Third party Labs/Tests.
- i. District shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
- j. District shall be responsible for operating the System from and after Substantial Completion.
- k. District to provide a centrally located and adequately sized laydown area for materials and equipment.

4.1.12 General Clarifications & Qualifications to Scope of Work

- a. Scope of Work Price assumes one (1) review cycle by District of the equipment layout drawings, one (1) review cycle by District of final design documentation, and one (1) final set of as-built drawings delivered to District in electronic format and hard copy.
- b. Schedule and Scope of Work Price assumes District will review and provide comments on drawings within 10 business days.
- c. Scope of Work Price is based on code approved conduit and wiring methods.
- d. Scope of Work Price assumes that Contractor will not encounter any Rock during trenching and excavating.
- e. Scope of Work Price assumes that Contractor will not encounter any ground water during trenching and excavating.
- f. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- g. Grounding as required by NEC.
- h. AC and DC wiring to be aluminum where possible.
- i. Dry type transformers to be used on all 600v and below. Oil filled transformers shall be installed for voltages above 600v.
- j. Ground snow load shall not exceed 5-psf.
- k. The design spectral acceleration (Sds) shall not exceed 1.50g at ASCE7-16 code levels. To be determined pending soils report completion.
- l. Foundations are assumed to be 30" diameter x 11' deep. To be determined pending soils report completion.

- m. Light poles shall be removed from base and left on site for District removal. Pole bases shall be chipped below grade and a box will be installed when needed for continuity. All other cases base will be chipped below the surface and capped with like material.
- n. Scope of Work Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- o. Scope of Work Price is based on site parking being available to all Contractor and Subcontractor employees.
- p. Scope of Work Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- q. Scope of Work Price and schedule assumes that District will receive all necessary easements within 45 business days after the Effective Date.
- r. Scope of Work assumes there are no existing encumbrances or easements on the site.
- s. Scope of Work Price and Schedule assumes that the District has closed all previous construction projects with the Division of State Architecture that may cause a delay in the approval of this Project.
- t. Contractor to follow Yuba County Storm Water Pollution Prevention Best Management Practices.
- u. Design Criteria
 - o Array height to be 10'-0" minimum clear height unless otherwise noted.
 - o Arrays covering a fire lane or access will be 13'-6" minimum clear height.
 - o Wires exposed shall be UV rated and concealed by structure when possible.
 - o Structures will be painted (color to be approved by District)
 - o Ground Snow Load shall not exceed 5 psf.
 - o Wind Speed shall not exceed 98 mph.

4.1.13 Solar Scope of Work Exclusions

The Solar Scope of Work excludes the following:

- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition.
- c. Upgrade of the existing site electrical service capacity.
- d. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- e. Drill hole casing, water mitigation, or Rock drilling.
- f. Hazardous material abatement and/or removal of any kind.



- g. DSA Plan Check Fees (to be paid directly by the District).
- h. Inspector of Record fees.
- i. Storm Water Pollution Prevention Plan (SWPPP).
- j. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than what is provided in the scope of work above.
- k. FAA Glint & Glare Study
- l. California Solar Initiative (CSI) Incentive application fees.
- m. Tree Removal (unless otherwise noted in scope of work above)
- n. Tree Mitigation Costs (i.e. replanting and/or fees).
- o. Relisting of existing equipment.
- p. String level monitoring.
- q. Relocation and modification of underground utilities.
- r. Premium time (except as needed for utility tie-in).
- s. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work above.
- t. Asphalt (fog, coating, and striping)
- u. Landscape Irrigation relocation.
- v. Bollards and/or protection beyond code requirements.
- w. Any costs associated with temporary, part-time, or full-time security.
- x. Operation and Maintenance services. Will be provided as defined in Division C.
- y. Other Fees (plan check, utility permits, parking, etc.).
- z. 3rd party inspections.
- aa. Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- bb. Any items not specified in this scope.

Contractor will notify the District of any excluded work or repairs which are necessary to the function of the Work as soon as Contractor becomes aware of such, and before proceeding with related work.

4.1.14 Site Plans

Arboga Elementary PV Layout



Dobbins Elementary PV Layout



Loma Rica Elementary PV Layout



5.1 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete HVAC, Controls, PV, and/or EIP system retrofit at a given building or school site.

The District shall provide safe access to the buildings and provide the necessary security for students and staff safety during the rigging and equipment handling process. During the retrofit services, areas of the building designated by Contractor may need to be vacated to ensure the safety of the occupants. It will be the District's responsibility to temporarily relocate the students to other



classrooms and/or, if needed, provide temporary facilities for the duration of the given phase of each project.

In order to minimize the disruption of District's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants (students), etc. Contractor will work with the District to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the District with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule.

District and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

Estimated Work Milestone Schedule	
Milestone	Milestone Date
Notice to Proceed	TBD
Construction Mobilization	Notice to Proceed + 16 weeks
Substantial Completion	Notice to Proceed + 100 weeks
Final Completion	Notice to Proceed + 108 weeks

Contractor shall be given a day-for-day slip in the Work Milestone Schedule for a delay caused by AHJ, Utility and/or District beyond the dates shown above.

STATEMENT OF WORK- Final v2.3-updated 4/14

This Statement of Work (hereinafter called the "SOW"), is issued pursuant to a Master Services Agreement between:

MARYSVILLE JOINT UNIFIED DISTRICT ("SCHOOL= SCHOOL DISTRICT/SCHOOL LOCATIONS")

Contact/District Location

Penny Lauseng, Assistant Superintendent of Business Services.

1919 B St, Marysville, CA 95901

and

ACHIEVE HEALTH MANAGEMENT, LLC ("COMPANY"),
NATIONAL COVID-19 TESTING SOLUTION LLC (COMPANY ASSOCIATE)

effective
April 28, 2021 (the "Agreement").

This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW, effective as of April 28, 2021, is entered into by and between COMPANY and SCHOOL and is subject to the terms and conditions specified below.

The Exhibit(s) or notes within this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

About SCHOOL: Marysville JUSD is K-12 Joint Unified School District serving approximately 10,000 students, 1200 staff in 23 school locations. Located in Marysville, Yuba County, North of Sacramento. School is currently in the Red tier.

SUMMARY OF TESTING REQUEST:

A. Pre-Prom Testing

- a. 160 to 200 senior students who are going to Prom on May 8th.
 - i. Test Date to be Wednesday May 5th
- b. A second group of 160 to 200 senior students who are going to Prom May 15th.
 - i. Test Date to be Wednesday May 12th

COMPANY: Achieve Health Management, 2211 Encinitas Blvd, Suite 200 Encinitas, CA 92024-

ASSOCIATE: National Covid-19 Testing Solutions 27862 Blythedale Road, Agoura Hills, CA 91301

800-771-8378 (TEST)

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- B. Scope to also includes student athlete testing of approximately 100 athletes at the discretion of the school
 - a. (location and times TBD)
- C. Service level of testing delivery will be end-to-end implementation support, as described within the scope as responsibilities of COMPANY and COMPANY ASSOCIATE.

Period of Performance

- The Services shall commence on Wednesday, **May 5th 2021**, and shall continue for six (6) months unless agreed to end the relationship with a fourteen (14) day notice of termination by either party.

Implementation Summary

1. 100 PCR Tests were shipped to Marysville on March 30th, which arrived March 31st.
 - a. These specimen collection kits were to be given to Staff traveling outside of California and then returned, one by one by staff to lab with 24-hour test results before school resumes.
 - b. There is no charge to the district for these specimen test kits, nor for the testing nor any commitment to work with COMPANY in the future for further testing services.

Upon approval of SOW:

2. COMPANY to provide 100 PCR specimen collection test kits for SCHOOL inventory, at no-charge to the SCHOOL (50 Saliva and 50 nasal swab kits).
 - a. Kits to be use by SCHOOL at their discretion.
 - i. Example, if a given individual shows or reports symptoms of COVID-19.
 1. SCHOOL will send home with a given individual a AHM PCR saliva collection test kit for self-administration and return to Lab for Analysis.
 2. School Nurse/Medical Leader to follow medical notification protocols to Parent(s)/Guardian(s) as required.
3. SCHOOL to purchase 100 Antigen Tests from COMPANY for inventory.
 - a. Rapid Antigen kits will be purchased at the price of \$20 per kit, as part of this scope.
 - b. SCHOOL will then use rapid antigen kits at their discretion.
4. COMPANY to Implement Pre-Prom Student Testing
 - a. 160 to 200 senior students who are going to Prom on May 8th.
 - i. Test Date Wednesday May 5th
 - b. A second group of 160 to 200 senior students who are going to Prom May 15th.
 - i. Test Date Wednesday May 12th
5. COMPANY to provide Students Athletes Testing with on-Campus specimen collection and registration support services, if desired by school:
 - a. Starting on Date TBD
 - i. Saliva based specimen collection every week
 1. Patient may elect to use Nasal Swab at time of testing

- ii. Approximately 100 student Athletes on **TBD** at **TBD** time of the day at two location(s)
 - 1. **Lindhurst HS.** - ~ Number of Students is: **TBD**
 - a. 4446 Olive Drive, Olivehurst, CA 95961
 - 2. **Marysville HS** - ~ Number of Students is: **TBD**
 - a. 12 E 18th Street, Marysville, CA 95901
 - iii. Results reported online through HIPAA portal with 24 hours of receipt of specimen at COMPANY LAB
- b. Additionally, PCR or Antigen testing of Student Athletes will be done, as needed, 48 to 72 hours before schedule competition scheduled between an external school
- i. Based on competition schedules and quantity of students to be tested on a given day, SCHOOL will need to provide DIY specimen implementation process
 - 1. Logistics to be discussed in relationship to the other planned athletic testing dates/times during KICK OFF call.
 - ii. Only positive results will be reported online through COMPANY HIPAA lab portal with 24 hours of receipt of specimen at COMPANY LAB to school medical point of contact (Nurse)
 - i. COMPANY will provide SCHOOL with an additional 10 rapid Antigen tests at NO CHARGE as a back-up student athlete testing methodology by SCHOOL.
 - These antigen test kits to be used at school discretion.
 - For example, if a student athlete misses their specimen collection test date or there is some other need for a test reading.
- **Testing cadence.** -- will be adjusted as state guidance changes based on county case rate tier status and desire of school.
 - **Additional testing services** -- will be confirmed in writing and considered as addendums to this SOW document.

Engagement Resources

- Achieve Health Business and Operations teams
- Marysville School Managers, Nurses, Coaches and Athletic Directors

Scope of Work To be Provided

Upon approval of SOW:

- COMPANY ASSOCIATE will work with SCHOOL to refine and confirm total testing population, cadence, test location sites, test times, number of students per site such that a spreadsheet can be developed.
 - This document will be used as a central command and control document for logistics implementation based upon the implementation request summary.

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- SCHOOL and COMPANY will have a **mandatory kick off meeting** on **DATE TBD** at **TIME TBD** with COMPANY implementation leaders
 - COMPANY ASSOCIATE will provide materials to be reviewed during the KICK-OFF meeting before kickoff meeting
- COMPANY ASSOCIATE will also facilitate on-boarding process between SCHOOL and COMPANY by providing the following documents to the SCHOOL
 1. Parent Consent Form in both English and Spanish
 2. Registration documentation/instructions with customized URL for each testing location
 3. Spreadsheet to collect and provide staff/student information for bulk uploading prior to implementation.
 - a. This data needs to be provided to COMPANY by **DATE TBD**.
 4. Spreadsheet of primary contacts at SCHOOL to facilitate communications between SCHOOL, COMPANY and COMPANY ASSOCIATE.
 5. CDC Information regarding PRC testing.
- COMPANY Medical Director/Authorizing Provider will write blanket order for all test recipients
- COMPANY will provide prior to testing to SCHOOL:
 - Certificate on insurance
 - Certificate of fingerprinting and background checks of all staff who will be administering/supervising specimen collection
- COMPANY will ship PCR saliva **AND** nasal swab specimen collection materials to each testing location agreed to or to a central location in advance of test dates.
- COMPANY will provide trained staffing to support registration check in at each testing location.
 - Staff will confirm registration information, then print out bar code label and affix to specimen tube for a given patient.
 - Note: If bar code printer is not available for any reason, COMPANY Medical Assistance(s) will hand label each specimen tube with patient First name, Last name and Birthdate.
- COMPANY medical staff will collect at the end of the test day all specimens and be responsible to package up and ship specimens to the lab for next day processing.
- COMPANY and COMPANY ASSOCIATE will communicate with SCHOOL over engagement period to:
 - Collect feedback on implementation operations and refine implementation processes, as needed.
 - Track test kit consumption to ensure client has proper inventory specimen collection supply on-hand supply

SCHOOL RESPONSIBILITIES:

- SCHOOL will be responsible to send/share with parents/guardians of students, documentation for signatures and general testing process information.
 - Parent test consent forms for minor children, if needed
 - Registration instruction letter with customized URL for registration for each school to parent to be implemented on behalf of student before testing
 - CDC/Lab/Manufacture Information about PCR testing

- Paper-based version of lab test requisition form with Marysville logo (as back up)
- SCHOOL communications to encourage parents to preregister their students for testing IN ADVANCE of testing date using the online registration portal and URL provided in the registration instructions.
 - COMPANY will assist parents to register online by providing over the phone assistance, to their best ability.
 - In the event a parent/guardian is not able to register a student online for any reason, a paper-based lab test requisition form will be used and provided to students over 13 and/or collected from parent/guardian of children under 13.
 - If there is not a parent consent given for any student under 13, either online or on the lab test requisition form, the student will not be tested.
- SCHOOL will be responsible to provide covered testing locations at each site, with power access (extension cord from source to table for laptops). Per test station the set up required is:
 - 2 6' tables for registration
 - 3 chairs for registration
 - Chairs for students to sit six feet apart (logistics to be discussed)

COMPANY RESPONSIBILITY FOR SPECIMEN COLLECTION

- COMPANY will provide medically trained and qualified staff to oversee saliva or nasal swab specimen collection process at each of the agreed to testing locations.
- COMPANY will be responsible to staff each location with the appropriate number of staff to allow for the estimated number of specimens to be collected in smooth and rapid manner, within reason.
- COMPANY will also provide administrative support personnel for registration and to assistance with tracking and reporting of the specimen collection tubes.
 - **If bar code printing is not available** for any reason, COMPANY will have medical assistance label each specimen with patient First name, Last name and Birthdate, using a handwritten label process which will also be tracked using an electronic spreadsheet.
- Upon completion of specimen collection COMPANY medical staff will be responsible to implement quality control checks that all sample tops are secure and closed properly.
 - COMPANY STAFF will be responsible to place all specimens collected into provided insulated shipping carton/packaging.
 - COMPANY staff will be responsible to return specimens to Lab by overnight shipping or hand deliver to local COMPANY LAB.

COMPANY RESPONSIBILITY POST SPECIMEN COLLECTION

- COMPANY LAB will complete specimen analysis and provide results within 48 hours (business days only) of laboratory receiving packaged samples or less.
- COMPANY will only provide notification of positive patient specific COVID 19 test results.
 - All identified positives will be reported to state Department of Health for monitoring
 - Any additional notification of individuals identified as positives to be provided to SCHOOL medical personnel for further medical process implementation and care.
 - Any inconclusive or not enough sample collection notifications, will be provided to the school and a process for retesting of a given individual with the mailing in of a new specimen tube will be established as part of the KICK OFF logistics.
- **Insurance Billing** - COVID 19 tests

- Company will submit claims for testing to the appropriate third-party Payers for uninsured and insured tested patients.
- Company will submit claims to appropriate payer for COVID-19 Testing based on CPT codes: 270/271
- COMPANY will send summary of testing implementation quantity monthly to SCHOOL

Payment/Invoicing

- COMPANY ASSOCIATE will send initial one-time set-up invoice to client prior to testing for the amount of \$900.
 - This amount is for test process set up and logistic implementation.
 - Payment due to National Covid-19 Testing Solutions by check before 1st test date.

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IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

MARYSVILLE JOINT UNIFIED
DISTRICT

ACHIEVE HEALTH
MANAGEMENT

By: _____

By: Charles Parks

Name: Penny Lauseng

Name: Charles Parks

Title: Penny Lauseng, Assistant
Superintendent of Business
Services

Title: President & CEO

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Exhibit A

California Department of Health titled, "Outdoor and Indoor Youth and Recreational Adult Sports."

The original document was published on 02/19/2021 and we have referred to the most recent update of 03/04/2021.

For your ready reference the document is found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/outdoor-indoor-recreational-sports.aspx>.

The document states the following regarding **Testing**:

- *Regular periodic COVID-19 testing of athletes and support staff must be established and implemented prior to return to practice (other than the "physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and withing stable cohorts" that is currently authorized in all tiers).*
- *This includes baseline testing and ongoing screening testing. Based on current evidence and standards, both daily antigen testing and periodic PCR testing are acceptable testing methods for both baseline and ongoing screening testing.*
- *If following a daily antigen testing protocol, the protocol must begin with a PCR test followed by daily antigen testing. Any positive antigen test must trigger a PCR test for confirmation. PCR testing is required for symptomatic athletes and staff and should be conducted within 24 hours of symptoms being reported.*
- *For high-risk contact sports (basketball, field hockey, football, ice hockey, lacrosse, rowing, rugby, soccer, squash, volleyball, water polo, and wrestling) competition between teams is permitted only if the team can provide COVID-19 testing and results of all athletes and support staff within 48 hours of each competition.*

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