



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 12, 2021

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2021-2022**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2021 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

Marysville Joint Unified School District/Governing Board at its 5/11/21 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL (SEE ATTACHED)

NAME OF REPRESENTATIVE	POSITION	
ADDRESS	CITY	ZIP
PHONE	FAX	E-MAIL

NAME OF SCHOOL

NAME OF REPRESENTATIVE	POSITION	
ADDRESS	CITY	ZIP
PHONE	FAX	E-MAIL

NAME OF SCHOOL

NAME OF REPRESENTATIVE	POSITION	
ADDRESS	CITY	ZIP
PHONE	FAX	E-MAIL

NAME OF SCHOOL

NAME OF REPRESENTATIVE	POSITION	
ADDRESS	CITY	ZIP
PHONE	FAX	E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Gary Cena Signature _____

Address 1919 B Street City Marysville Zip 95901

Phone (530) 749-6102 Fax (530) 741-7894

(Page 1 of 2)

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

**2021-22 Designation of CIF Representatives to League
for the Marysville Joint Unified School District**

Return to:

CIF Sac-Joaquin Section
Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241

Agendized for Board Approval: **5/11/21**

Lindhurst High School

4446 Olive Drive, Olivehurst, CA 95961

- Bob Eckardt, Principal of Lindhurst High School
P: (530) 741-6150 x 2503
E: beckardt@mjusd.com
- Bob Jensen, Athletic Director of Lindhurst High School
P: (530) 741-6150
E: bjensen@mjusd.com
- Chris Schmidt, Assistant Principal of Lindhurst High School (alternate)
P: (530) 741-6150
E: cschmidt@mjusd.com

Marysville High School

12 E. 18th Street, Marysville, CA 95901

- Shevaun Mathews, Principal of Marysville High School
P: (530) 741-6180 x 3102
E: smathews@mjusd.com
- David Chiono, Athletic Director of Marysville High School
P: (530) 741-6180
E: dchiono@mjusd.com
- John Ithurburn, Assistant Principal of Marysville High School (alternate)
P: (530) 741-6180
E: jithurburn@mjusd.com
- Amy Eggleston-Acosta, Assistant Principal of Marysville High School (alternate)
P: (530) 741-6180
E: aeggleston@mjusd.com

(Page 2 of 2)

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
764 P Street, #105
Fresno, CA 93721
Phone: (559) 781-7586
Email: kellyjones@cifcs.org

CIF CENTRAL COAST SECTION

David Grissom, Commissioner
333 Piercy Road
San Jose, CA 95138
Phone: (408) 224-2994
Email: dgrissom@cifccs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
10660 White Oak Avenue, Suite 216
Granada Hills, CA 91344
Phone: (818) 767-0800
Email: vlagos@cif-la.org

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
5 Crow Canyon Court, Suite 209
San Ramon, CA 94583
Phone: (925) 263-2110
Email: slivingston@cifncs.org

CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926
Phone: (530) 343-7285
Email: lkyle@cifns.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
1000 Broadway, Ste. 150
Oakland, CA 94607
Phone: (510) 879-2846
No fax number

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
P.O. Box 289
Lodi, CA 95241
Phone: (209) 334-5900
Email: kjohnson@cifsjs.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
3470 College Avenue
San Diego, CA 92115
Phone: (858) 292-8165
Email: scandia@cifds.org

CIF SAN FRANCISCO SECTION

Don Collins, Commissioner
555 Portola Drive, Bungalow 2
San Francisco, CA 94131
Phone: (415) 920-5185
Fax: (415) 920-5189

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
10932 Pine Street
Los Alamitos, CA 90720
Phone: (562) 493-9500
Email: sharonh@cifss.org



Marysville Joint Unified School District

New Course / Textbook (New or Revised) Approval Protocol

1. Teachers at a site propose new course/textbook idea or identify the need for revisions to an existing course/textbook (content/pacing revision, title change) and discuss with site department chair, counseling department and administration.
2. Department Chair communicates with department chairs at other high schools.
3. Teachers write/revise course outline (using request for new course, course proposal template, signature page, and or textbook approval template). Department members from each school are encouraged to work collaboratively with each other to write/revise course outlines.
4. The completed new/revise forms are reviewed and signed by all high school department chairs during the joint Department chair meeting. If changes are recommended, the suggestions are returned to the originated site for review/revision.
5. Educational Services may ask for revisions and another presentation.
6. Educational Services places proposed courses/textbooks on the District Parent Advisory Committee agenda for review/approval.
 - a. The teacher or department chair requesting new/revise courses/textbooks will need to present to the District Parent Advisory Committee and will be contacted by Educational Services regarding meeting details.
7. Once the District Parent Advisory Committee approves, Educational Services creates the board agenda item and submits to the Superintendent's office for the Board of Trustee meeting. Board approval of new/revise courses/textbooks is required.
8. When course/textbook is approved by the Board, Educational Services sends a copy of the HS School Course details form to technology for AERIES entry.
9. Educational Services sends a copy of the approved course form with the course ID to each high school's administration for inclusion in the course description catalog. The site will collaborate to complete submission process.

5

MJUSD Request for New Course

(Due no later than November 1st)

Course Type (Select One)	High School
Short Course Title (15 sp)	Guitar 2-P
Long Course Title (30 sp)	Guitar 2-P
Default/Max Credit	5 / 10
CALPADS Course Code (4 digit number) https://docs.google.com/spreadsheets/d/19KlbpTGPx1-P1Pmi6Ci52Mz1QimUED8mOU0tjYQDUw/edit#gid=0	9292
College Prep (Select one)	Yes
Grade Range	7 8 9 ✓ 10 ✓ 11 ✓ 12
Term (Select One)	Year
California Scholarship Foundation List (Select One) https://csf-csf.org/standardized-csf-course-lists/	
Subject Area 1 (Graduation Requirements)	H- Fine Arts/Foreign Language
Subject Area 2 (Graduation Requirements)	Z- Electives
Subject Area 3 (Graduation Requirements)	
Course Level Type (Select One)	32- General (Pre K - Grade 12)
Department (Select One)	Fine Arts
Alternate Sub Category (If Applicable) https://docs.google.com/spreadsheets/d/1Kv9FikQMaFibTIWK0L4-eAF_9wvr9Wp65ClbGbKPh88/edit#gid=0	MUIN-02
Content Standards (Select One)	1. Current Standard
UC/CSU Entrance (A-G)	F- Visual and Performing Arts
UC/CSU Entrance- Honors (Select One)	No
Educational Services Approval (For Office Use Only)	<i>Amy Sten</i>
Board Approval (For Office Use Only)	
Course ID Number (Technology assigns after Board approval) (For Office Use Only)	PA GU2P

6

Proposal for New High School Course

(Offered onsite)

Rationale for the course (include reasons for adding/ changing course):

MHS would like to add a college prep Guitar 2-P class. Currently there is only a non-college prep advanced guitar class.

Course description (include graduation or CSU/UC "A-G" requirement fulfillment):

See attached UCOP proposal.

Course goals (3-5 broad educational goals):

California State Standards: (if not applicable, explain i.e. appropriate CTE standards):

Instructional resources (textbooks-include publisher/year/edition, supplemental materials, technology, etc.
Core textbook: Supplemental resources):

Is a new textbook required? ☐ Yes ☒ No

(If yes, complete the textbook/instructional materials approval form.)

https://drive.google.com/open?id=1iXVbidiRsja2BhvpToYsYi_MncGUQN0a

☐ Form submitted with proposal.

☐ Form will be submitted independently.

UC A-G Application Submitted? ☒ Yes ☐ No

If no, when will the application be submitted? (Date) _____

Signature Page required

7

Signature Page

Submitted by: Amy Eggleston Site: Marysville High School

Approved by:

New and revised courses require site principal and department agreement that the requested course is not currently described in AERIES under a different course ID and/or title.

Lindhurst High School Department Chair: DocuSigned by: CHRISTINA GARCIA Date: 4/28/2021
F6212E097F824E0...

Lindhurst High School Principal: DocuSigned by: Bob Eckardt Date: 4/28/2021
3857CFF0207B497...

Marysville High School Department Chair: DocuSigned by: DAVID HEEDST Date: 4/27/2021
8093E1328B614A5...

Marysville High School Principal: DocuSigned by: Sherran Mathews Date: 4/28/2021
4F11B901FF2E407...

Reviewed by:

	By Phone	By Email	In Person	
<input checked="" type="checkbox"/> Marysville Charter Academy Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date: <u>4/29/2021</u>
<input checked="" type="checkbox"/> South Lindhurst High School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date: <u>4/29/2021</u>
<input checked="" type="checkbox"/> Community Day School Principal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Date: <u>4/29/2021</u>


☐ District Parent Advisory Committee In Person Date: _____

Due to COVID, Course will be presented at the next District Parent Advisory Committee.

☐ District School Board Approval Date: _____

David

On Thu, Apr 29, 2021 at 9:06 AM Amy Eggleston <aeggleston@mjud.k12.ca.us> wrote:

 Guitar 2-P Course Submission for Board Approval...

Good morning,

MHS would like to submit a Guitar 2-P course for board and UCOP approval. Currently there is a non-college prep Advanced Guitar class in Aeries, but we would like to create a Guitar 2-P that is college prep with the hopes of creating a Guitar 3-P and Guitar 4-P in the future.

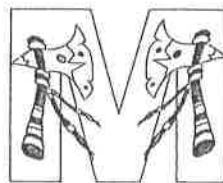
We are hoping to get the course on the next board agenda. If you could review the course proposal and send me an email by the end of today stating that you approve of the class, we would greatly appreciate it.

Let me know if you have any questions.

Thank you!

Amy Eggleston

Assistant Principal
Marysville High School
(530) 741-6180 x3109
aeggleston@mjud.k12.ca.us



9

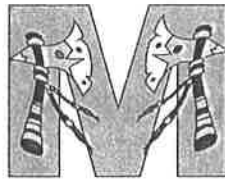
Amy Stratton

From: Amy Eggleston <aeggleston@mjusd.k12.ca.us> on behalf of Amy Eggleston
Sent: Thursday, April 29, 2021 4:23 PM
To: Amy Stratton; Angela Hale
Subject: Fwd: Guitar 2-P Course Proposal

FYI

Amy Eggleston

Assistant Principal
Marysville High School
(530) 741-6180 x3109
aeggleston@mjusd.k12.ca.us



*The mission of Marysville High School
is that all students will learn at a high level
to ensure college and/or career readiness.*

----- Forwarded message -----

From: David Jones <djones@mjusd.k12.ca.us>
Date: Thu, Apr 29, 2021 at 9:22 AM
Subject: Re: Guitar 2-P Course Proposal
To: Amy Eggleston <aeggleston@mjusd.k12.ca.us>
Cc: David Gray <dgray@mjusd.k12.ca.us>, Tim Malone <tmalone@mjusd.k12.ca.us>

Thank you Amy. It looks and sounds great; I approve!

Amy Stratton

From: Amy Eggleston <aeggleston@mjud.k12.ca.us> on behalf of Amy Eggleston
Sent: Thursday, April 29, 2021 4:23 PM
To: Amy Stratton; Angela Hale
Subject: Fwd: Guitar 2-P Course Proposal

FYI

Amy Eggleston

Assistant Principal
Marysville High School
(530) 741-6180 x3109
aeggleston@mjud.k12.ca.us



*The mission of Marysville High School
is that all students will learn at a high level
to ensure college and/or career readiness.*

----- Forwarded message -----

From: David Gray <dgray@mjud.k12.ca.us>
Date: Thu, Apr 29, 2021 at 9:32 AM
Subject: Re: Guitar 2-P Course Proposal
To: David Jones <djones@mjud.k12.ca.us>
Cc: Amy Eggleston <aeggleston@mjud.k12.ca.us>, Tim Malone <tmalone@mjud.k12.ca.us>

I have reviewed the information and I, too, approve (even though I don't have a space to sign the document).

Amy Stratton

To: Amy Eggleston
Subject: RE: Guitar 2-P Course Proposal

From: Amy Eggleston <aeggleson@mjud.k12.ca.us>
Sent: Thursday, April 29, 2021 4:22 PM
To: Amy Stratton <astratton@mjud.k12.ca.us>
Subject: Fwd: Guitar 2-P Course Proposal

FYI

Amy Eggleston

Assistant Principal
Marysville High School
(530) 741-6180 x3109
aeggleson@mjud.k12.ca.us



*The mission of Marysville High School
is that all students will learn at a high level
to ensure college and/or career readiness.*

----- Forwarded message -----

From: Tim Malone <tmalone@mjud.k12.ca.us>
Date: Thu, Apr 29, 2021 at 2:37 PM
Subject: Re: Guitar 2-P Course Proposal
To: Amy Eggleston <aeggleson@mjud.k12.ca.us>

Hi Amy,

This is fine with us.

12

Guitar 2-P

Marysville High School (051925)

Submitted: Apr 28, 2021

Decision: Pending

 Pending UC review

Basic Course Information

Title:	Guitar 2-P
Transcript abbreviations:	Guitar 2-P
Length of course:	Full Year
Subject area:	Visual & Performing Arts (F) / Music
UC honors designation?	No
Prerequisites:	Beginning Guitar-P (Required)
Co-requisites:	None
Integrated (Academics / CTE)?	No
Grade levels:	10th, 11th, 12th
Course learning environment:	Classroom Based

Course Description

Course overview:

13

Guitar 2-P (intermediate) is a one year course within the performing arts program that is open to all students who have either passed the first year of Beginning Guitar-P with a C or higher or have auditioned with the instructor. Students in the class will learn about practical, historical, theoretical, and applicable aspects of intermediate guitar playing. The physical aspects of intermediate guitar playing will incorporate a larger range of the instrument (up to the 12th fret) as well as more complex chords and harmony as it applies to solo and ensemble guitar playing.

Course content:

Unit 1: Emphasis on Scales

In this unit, students will begin with the E Major scale. Then, students will progress to ascending and descending patterns as they move on through the circle of fifths for all Major Scales. Once Major Scales have been completed, students will begin with the E Minor Scale and, again, go through the circle of fifths. By the end of the unit, students will be able to play major and minor scales in all twelve keys. After major and minor scales have been mastered through the process of modeling, practice, critique, and group exercises mastered, students will learn diminished, augmented scales as well as harmonic and melodic minor. Pentatonic and blues scales will also be practiced through the use of ascending and descending pattern exercises. Following the emphasis of the basic scale types, students will learn, practice, and apply the scales in short improvisation exercise in which students play the scale for two measures followed by another student with the teacher keeping a steady beat. This exercise will help students develop a sense of the usefulness of these scales while building confidence. Students will do this exercise for all of the church modes in major key harmony. By the end of this unit, students will be able to play the above mentioned scales by memory and be able to name the notes in each scale.

Unit Assignment(s):

Students will have scale practice in which they are to learn play the scale by memory. Also, students will write a one paragraph summary of the varied emotional qualities that are evoked in certain scales. Also, students will identify the use of particular scales in listening examples.

Unit 2: Playing Duets to Develop Reading & Ensemble Playing

Using Fredrick M Noad's book *Solo Guitar Playing*, students will practice and perform duets specifically designed for two guitars (selections from exercises 5 – 50). In this unit a guest performer will come to inspire students by playing samples of their most accomplished work. They will also motivate students to practice by demonstrating the "pay off", which is realized through the hours of extensive musical commitment. They will also encourage students to envision their own success by playing along with students on pieces that the students have mastered.. Finally, this expert will also educate students on what it takes to excel on the instrument by revealing their own personal stories of struggles and success as that have progressed to the level that they have attained to on the guitar.

Unit Assignment(s):

14

At the completion of unit 2, students will perform a classical duet in front of the class.

Unit 3: Emphasis on Chords

Using Noad's book *Solo Guitar Playing*, students will perform works that emphasize arpeggios as well as strummed chords. Various progressions will be analyzed by breaking the chords down to their basic harmonic units and then emphasizing which tones lead and resolve to form functional cadences. Also, students will play standard progressions such as 2-5-1, 1-4-5, 3-6-2-5 etc. After playing the progression, students will compare progression the develop a sense of the sound of each progression as a cohesive sentence that make logical aural sense. In these progressions, students will students will be using major, minor, diminished, and augmented chords. Barre chords and power chords will also be introduced using the Leonard book 2. By the end of this unit, students will be able to move smoothly through the hand positions that enable them to execute the most standard chord changes played on guitar.

Unit Assignment(s):

At the completion of unit 3, students will compose and perform a piece that involves the chords they have learned in class.

Unit 4: Relating to Aural Examples

Students will listen to guitar literature and compare the eras in a written essay assignment where the students will develop their own thesis about the emotions that are evoked from the guitar music of a given era as opposed to a contrasting era. Students will develop this thesis in a three part essay. Following the essay assignment, students will also relate the classical guitar music to the examples they have encountered in the Noad text through a class discussion. By the end of this unit, students will have demonstrated a clear understanding a clear understanding of what eras represent in terms of emotional expressiveness.

Unit Assignment(s):

During unit 4, students will perform a writing assignment that involves a comparison of guitar pieces from the impressionistic and baroque era. Also, during this unit, students will do an intra class piano/guitar assignment that involves 2 selections from the baroque and impressionistic period.

Unit 5: Emphasis on Improvisation

15

First, the teacher will demonstrate the use of various scale choices for the purpose of extended improvised solos over 8, 12, and 16 bar structures. Then, students will be guided to practice using these choices to develop their own improvised solos. Once students have established the basic concept of improvisation, they will begin using the Fewell text. At this time students will improvise solos over given chord changes. During this unit, students will be shown the standard jazz notation for chord changes. Students will complete written exercises which allow them to practice identifying the type and function of each chord. After this preparation, students will be ready to learn to recognize standard jazz chord notation in standard jazz and popular repertoire. After this preparation and practice, students will be able to determine the appropriate scale choices for various chords in the context of jazz as well as popular pieces that are often played in working situations for professional guitarists. Emphasis will be placed on using the most useful scales and modes that students learned in unit 1.

Unit Assignment(s):

At the completion of unit 5, students will perform a solo over a given set of jazz changes in front of the class.

Unit 6: Emphasis on Sight Reading

Using the Noad text, the Leonard text, as well as supplemental materials from sheetmusicplus.com, students will play sections from pieces not played before. In this unit, excerpts from selected pieces will be put in front of each student. Then, the student guitarist will have two minutes to look over the music to become familiar with the key signature, tap out the rhythms, review dynamics, and determine the appropriate hand positions for effective technical execution. Then, the student will play the excerpt as musically as possible. Following this exercise, the teacher will model the sight reading excerpt as feedback for the student to assess and improve upon their own sight reading progress. The goal in this unit is for students to gain confidence in their ability to quickly navigate their way through new material. By the end of this unit, the students will have the ability to pick up a piece of intermediate guitar music and play it with musical artistry and expressiveness.

Unit Assignment(s):

At the end of unit 6, students will be given a 4 measure excerpt that they have not seen before. Students will be expected to play this excerpt using the sight-reading skill that they have learned from class.

Unit 7: Special Guitar Techniques

Using the Leonard Guitar Method Book 3, students will learn and apply special guitar techniques that are frequently heard in modern guitar repertoire. These techniques will include the tremello, hammer-on, and bass runs that support chord changes.

16

Unit Assignment(s):

During unit 7, students will compose and perform a solo piece that includes at least 3 of the special guitar techniques from class.

Unit 8: Explore Career Opportunities Related to Guitar

In this unit, students will research the various career opportunities available for the student that has a guitar background and interest. This research will involve a class trip to the media center where students will be guided by the teacher to find appropriate resources on line for information about careers related to the guitar. Aside from playing opportunities such as studio and live, students will explore the possibilities for guitar technicians at the retail level of to support professional performances.

Unit Assignment(s):

Students will write a two-page research paper that explores the possible careers for a student interested in any aspect of the guitar or guitar playing.

Course Materials

Textbooks

Title	Author	Publisher	Edition	Website	Primary
Guitar Method Complete Edition 1-3	Will Schmid & Greg Koch	Hal Leonard	2002	[empty]	Yes

Additional Information

17

Course Author:

My Eggleston
Assistant/Associate/Vice Principal
eggleston@mjusd.k12.ca.us
07416180 ext. 3109

©2018 Regents of
the University of
California

18

**Solution Tree, Inc.
Purchase Agreement**

Effective July 1, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Yuba Gardens Intermediate School ("Customer") located at Olivehurst, CA US 95961 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$13,000.00
Total	\$13,000.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$2,600.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	August 2, 2021
Onsite Professional Development	\$5,200.00	September 15, 2021

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Malik Muhammad ("Associate"), to disseminate information for Customer on the topic of *Transforming School Culture* on August 2, 2021 and September 15, 2021.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

Penny Lauseng
Assistant Superintendent of Business Services
Maryville Joint Unified School District

Date

Ali Cummins
Ali Cummins
Director of Professional Development
Solution Tree, Inc.

4/28/2021
Date

Please email this Agreement to Eric Henry at eric.henry@solutiontree.com or fax to 866.308.3135.

TO: MJUSD-Pow Wow

**AO2021-11
June 5-6, 2021**

Thank you for choosing the Yuba-Sutter Fairgrounds for your event. By following a few simple guidelines, we can accommodate all of your rental needs. The Fair Staff is available to answer all of your questions.

Enclosed you will find the information pertaining to your event. The following items are dated and must be returned to our office by the date listed. Please try to get everything to us on time so that last minute problems can be avoided.

- 04/15/21 Rental Agreement must be signed (fronts and backs). A signed copy will be returned to you.
- 04/15/21 Security Agreement must be signed. A signed copy will be returned to you.
- 04/15/21 General Rules Form must be signed and returned with signed Rental Agreement.
- 04/15/21 Non Refundable Reservation Fee \$125.00
- 04/15/21 Cleaning Deposit of \$350.00 must be in our office 90 days prior to your event.
- 04/15/21 Rental fees of \$1950.00 are due 60 days prior to your event.
- 04/15/21 Security Fees of \$475.00 are due 60 days prior to your event.
(Security Provided by Fair required.)
- 04/15/21 Certificate of insurance is required 60 days prior to your event. The Fair can assist you with this coverage if needed. General Liability Insurance \$ 230.00.
- 04/15/21 Total due \$3130.00 Insurance included if purchased through CFSA.
- 04/15/21 Alcoholic Beverage Permit /Alcohol Liability Insurance.
- 04/15/21 Building layout is required if renter is requiring more than just tables and chairs. However, Maintenance Staff finds layouts helpful for all events.
- 04/15/21 Special Permits. Check with Sutter County Health Dept. for selling of food. Check with Fire Marshal regarding aisle widths, boothing, or closure of any exits and doorways. Decorative Materials can be found on page 3 & 4 of the Tenant Rules and Guidelines.

**CANCELLATION 60 DAYS PRIOR TO EVENT MUST BE IN WRITING!
IN THE EVENT OF A CANCELLATION WITHIN 60 DAYS PRIOR TO A RENTAL, THE
SECURITY/CLEANING WILL BE FORFEITED BY THE RENTER.**

Please note that the deadline for all items checked is 04/15/21. Fair Staff will not be responsible for late or incomplete items. (Please see pages 5 & 6 of Tenant Rules and Guidelines). A returned item fee of \$35.00 will be assessed for each returned check. Please call if you have any questions. (530) 674-1280 or Fax# (530) 674-2196.

2/

Business Services Department
Approval: PL
Date: 5-4-21

RENTAL AGREEMENT

☐ FAIRTIME

☒ INTERIM

THIS AGREEMENT by and between the 13th District Agricultural Association, hereinafter called the Association, and MJUSD - Pow Wow hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on June 5, 2021 and ending on June 6, 2021.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Non-Refundable Reservation Fee \$125 / Cleaning Deposit \$350 / North and South Carnival Lots \$1750 / Event Staff \$475 / Insurance (CFSA) \$230
S/U Friday, June 4, 8 am - 3:30 pm / Event: Saturday, June 5, 11 am - 9 pm and Sunday, June 6, 11 am - 6 pm / C/U Monday, June 7, 8 am - 3:30 pm

3. The purposes of occupancy shall be limited to: Yuba Sutter Pow Wow

and shall be for no other purpose or purposes whatsoever.

4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below;

THREE THOUSAND ONE HUNDRED THIRTY Dollars and ZERO cents (\$3130.00) IN ADVANCE / Use of any additional building, equipment, labor, or grounds will be an additional charge to the above rates
****Clean up by Fairgrounds \$47 per man hour (deducted from deposit)**

5. Renter agrees to pay fees required by Association for additional equipment, fixtures, camping, and to guarantee the payment of:

- (a) Any money which may be payable to Association under this agreement;
 - (b) Any damage to Fair property; and utility charges, if any;
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to Renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.
13. Special Provisions:

The following documents are hereby made a part of this agreement: Event Staff Services Agreement - Attachment #1, Alcoholic Beverage Statement - Attachment #2, Interim Rental Rules & Guidelines - Exhibit A, Facility Checklist - Exhibit B, Standard Contract Terms & Conditions - Exhibit C and Insurance Requirements - Exhibit D. "In the event of any act of nature, state or national emergency, this contract may be cancelled at the option of the Association."

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

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

Association: 13th District Agricultural Association
Address: 442 Franklin Ave, Yuba City, CA 95991
Contact: (530) 674-1280, Email: info@ysfair.com

Renter: MJUSD - Pow Wow

Address: 4850 Olivehurst Avenue, Olivehurst, CA 95961

Phone: (530) 749-6196

By: _____
Authorized Signature of the CEO

By: Penny Lausong
Authorized Signature of the Renter
Asst. Supt. of Business Services
Service I | Page

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



ALCOHOLIC BEVERAGE STATEMENT

N/A

The Contractor/Renter shall abide by the rules listed below if ALCOHOLIC BEVERAGES are to be served or sold during their event on the grounds of the Association:

1. If Alcoholic Beverages are to be sold by the Renter or Renters agent at any time during the term of this agreement, Renter is required to provide the Association a copy of the proper documentation from the Alcoholic Beverage Control Division of the State of California (Alcoholic Beverage Sellers Permit) prior to the event(s). If Renter is unable to obtain the appropriate permit from the Alcoholic Beverage Control Division, then alcoholic beverages will not be allowed to be sold.
2. Any Renter selling alcoholic beverages on the grounds of the Association at an event that is open to the general public, as opposed to a private event such as a club function for members and guests only, the Renter will be required to have Yuba-Sutter Fair Security Guards on the premises during all hours of operation of the event. Events closed to the general public such as private parties are required to have Yuba-Sutter Fair Security for their own protection. Association Management reserve the right to require additional security at the event if deemed necessary.
3. At NO TIME are renters allowed to sell, or give Alcoholic Beverages to anyone under the legal drinking age (21 years of age) or to serve an obviously intoxicated person. Such selling or serving will constitute a violation of the Laws of the State of California, and will be grounds for revocation of the authority to have alcoholic beverages at their event on the grounds of the Association. Violation of this rule will also cause the Renter to have the privilege of future uses of Association's property revoked.
4. Liquor Liability Insurance in the amount of no less than \$1,000,000 will be required for any event open to the public. Such policy is to follow the Insurance Statement Requirements (Exhibit D) as stated. The policy is to be at the Association's office no less than two weeks prior to the Renters event. Association staff will check the policies for validity prior to allowing the event to take place on the Association's grounds.
5. All Concerts, regardless of size, where Alcoholic Beverages are being served or sold will be required to have Liquor Liability Insurance in the amount of no less than \$1,000,000 as state in the Insurance Statement (Exhibit D) with the proper information as shown.
6. The Renter is hereby cautioned against making sales or otherwise dispensing alcoholic beverages to guest or customers who are suspected of being intoxicated or who appear to becoming intoxicated.
7. The Association is not a partner or joint venture with any Renter in the selling of or serving of Alcoholic Beverages at any event unless so stated in a separate statement of facts signed by both parties prior to any such event. All Renters shall sign the HOLD HARMLESS CLAUSE as listed below if alcoholic beverages are to be sold or given away at event(s) covered by this agreement.

HOLD HARMLESS CLAUSE

N/A

RENTER agrees to indemnify and hold ASSOCIATION and the property of the Association including said premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Renter's occupation and use of said premises and facilities specifically including, without limitation, and claim, liability, loss or damage arising by reason of:

1. The death or injury of any person or persons, but not limited to, the Renter, or any person who is an employee or agent of the Renter, or the damage to or destruction of any property, including property owned by Renter caused or allegedly caused by some act or omission of the Renter or of some agent, contractor, employee, servant, sub lessee or concessionaire of Renter on said premises or for any reason whatsoever other than the sole negligence or intentional conduct of the Association.
2. Any work performed on said premises or materials furnished to said premises at the instance or request of Renter or any agent or employee of the Renter.
3. Renter's failure to perform any provision of the agreement, or to comply with any requirement of law or any requirement imposed on the premises by any duly authorized governmental agency or political subdivision.

Signed _____

Renter

Date _____

No alcohol will be served.

24



Interim Rental Event Security Requirements & Rates

Event Security Purpose:

Event staff's purpose is to ensure that all fairground rental policies and guidelines are followed, provide a secure and safe venue for our clients, their guests and event attendees.

Event Security Staffing Requirements:

Security Staff will be scheduled based on the building rented and/or estimated number of guests at a minimum ratio of 1:100

<u>Building Name</u>	<u>Minimum Security Staffing Requirement</u>	
Main Exhibit Hall	(3 guards)	(1 Supervisor)
Franklin Hall	(2 guards)	(1 Supervisor)
Palmer Hall	(2 guards)	(1 Supervisor)
Expo Hall	(1 guards)	(1 Supervisor)
Flower House	(1 guards)	(1 Supervisor)
Picnic Area	Depends on type of event	

Event Security Staffing Rates:

\$22.50 per Security Staff Member per hour

\$25.00 per Security Supervisor per hour

Event Security Staffing Cost Example:

Franklin Hall with less than 300 people in attendance.

Event Staff Required: 2 @ \$22.50 @ 6 Hours = \$270.00

Event Staff Supervisor: 1 @ \$25.00 @ 6 Hours = \$150.00

TOTAL EVENT SECURITY STAFFING: \$ 420.00

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

- ☐ Minimum of 20 feet from any permanent structure.
- ☐ All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
- ☐ Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

- ☐ Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
- ☐ Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

- ☐ No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
- ☐ No storage of flammable or combustible liquids or machines.
- ☐ Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
- ☐ The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- ☐ No parking of any vehicles in any barn or livestock areas.

RV PARKING:

- ☐ The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- ☐ A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
- ☐ All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

- ☐ No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
- ☐ All cylinders must be secured to prevent tipping or falling over.
- ☐ Cooking booths must be separated from non-cooking booths by 10 feet.
- ☐ All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.
- Fire Extinguishers:**
 - ☐ Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
 - ☐ Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
 - ☐ All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

- ☐ The fire extinguisher must be mounted or secured so that it will not fall over.
- ☐ All fire extinguishers must be visible and accessible.
- Deep Fat Fry/Flambé Cooking:**
 - ☐ Deep fat frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.
- Wood Barbecue Cooking:**
 - ☐ No wood barbecue cooking inside of booths.
 - ☐ Only wood barbecue cooking shall be performed in areas away from public access.
- ☐ No fuel wood shall be stored inside of booths.
- ☐ Metal containers shall be provided for hot coal and ashes.
- Charcoal Barbecue Cooking:**
 - ☐ No charcoal barbecue cooking inside of booths or tents.
 - ☐ Only commercially sold charcoal fuel may be used.
 - ☐ Charcoal cooking shall be performed only in areas away from public access.
- ☐ Charcoal cooking shall be located a minimum of 15 feet from any booth.
- ☐ Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

- ☐ No open flame.
- Exiting**
 - ☐ Illuminated exit sign.
 - ☐ No blocking or obstruction of exit.
 - ☐ Doors shall not be locked or chained.
 - ☐ Aisle width shall be maintained according to approved site plan.
- Fire equipment**
 - ☐ No blocking of fire hydrants.
 - ☐ No blocking of fire extinguishers.
 - ☐ No blocking of standpipe and fire hose cabinets.
 - ☐ No blocking of fire sprinkler systems.
 - ☐ No blocking of manual fire alarm pull stations.
 - ☐ No blocking of fire alarm audible/visual devices such as horns or strobes.
- ☐ No blocking of first aid equipment.
- Vehicle Static Display**
 - ☐ Battery terminals disconnected.
 - ☐ Fuel tank shall be no more than 1/4 filled.
 - ☐ Locked or taped gas cap.
- Decorative Materials**
 - ☐ Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature

Penny Lauseng
ASST. Supt. of Business Services

Host Vendor Exhibitor

Title (circle one)

Date

State of California

**OFFICE OF THE
STATE FIRE
MARSHAL**



**FIRE & LIFE SAFETY
DIVISION**

**Special Events and/or
DAA Fairs**

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA
95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (*empty can and dated sales receipt may serve as proof*).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

FIRE SAFETY TIPS:

1. Know where the fire extinguisher is located and how to use it.
2. Do not leave food cooking unattended.
3. Do not wear loose-fitting clothing when cooking.

ATTACHMENT # 3

3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flammable type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/Flammable Cooking: Deep fat Frying or flammable cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to both construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited.

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.



RENTAL RULES & GUIDELINES

It is the renter's responsibility to become familiar with all rental rules and guidelines. Renter will be held liable for all charges outlined in these rules and guidelines. The Renter's signature on the Rental Agreement signifies that he/she has read the Rental Rules and Guidelines and agrees to abide by them. Failure to abide by the rules will result in additional charges which may be deducted from the Rental Deposit and possible denial of future use of facilities.

EQUAL OPPORTUNITY:

The Fairgrounds is available for rental regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation or sexual orientation.

GUIDELINES FOR ACTIVITIES, DISPLAYS AND EXHIBITS:

It is the expressed purpose of the 13th DAA/Yuba-Sutter Fair to promote activities that are a positive influence to the residents and visitors of the Fairgrounds. To achieve this goal, we prohibit any activities, displays, exhibits or merchandise containing:

1. Scatological references;
2. Derogatory racial references;
3. Derogatory ethnic references;
4. Foul language;
5. Written, visual or oral presentation of human reproductive system and/ or process;
6. Inflammatory speech and/or actions.

All employees of the fair are required to adhere to those guidelines. Likewise, all users of the fairground facilities are provided a copy of this guideline and are expected to incorporate it in their activities. Lack of compliance with these policies will result in the removal of the activity from the grounds and forfeiture of fees paid.

ALCOHOLIC BEVERAGES:

1. Any tenant planning to sell alcoholic beverages must obtain a valid liquor license from the Department of Alcoholic Beverage control in Sacramento. During the function, the license must be posted at the bar serving area. Selling includes:
 - a. Direct sales of alcoholic beverages
 - b. Selling of drink tickets in exchange for alcoholic beverages.
 - c. Including alcoholic beverages in the price of a ticket for the function
2. As a general rule, anytime money is collected by the tenant and, in turn, the tenant provides alcoholic beverages, a liquor license is required. Please refer to Alcohol Management Policy Information sheet and Responsible Hospitality Guidelines.
3. If the Renter is serving alcoholic beverages, only the Host and Hostesses may provide alcohol at the event and all alcoholic beverages must be on the grounds prior to guest arrival. No alcohol will be permitted onto the fairgrounds after the scheduled event start time. ALL alcohol must be on the premises prior to the event.
4. No persons under the age of 21 years old are allowed to be served or to possess alcoholic beverages.
5. Alcohol service must be in a central location and served from behind a bar or counter by a person 21 years or older.
6. Alcoholic beverage service must cease 30 minutes prior to the scheduled event end time.
7. No metal or glass containers (other than kegs) are allowed on the grounds.
8. All beverages must be served in aluminum cans or disposable cups.
 - a. A toast at the main table utilizing glassware is acceptable. The event staff will coordinate the storage of the glassware upon completion of the toast.

No
Alcohol

AUTOMOBILE ACCESS:

1. Fire Marshall Regulations require that fire lanes be open at all times on the grounds.
2. No parking is allowed on the interior of the grounds except for the caterer, and during decorating or clean up.
3. All cars are to be parked in the appropriate parking lot. Autos are allowed on the grounds for loading and unloading only.
4. No autos may park on the lawns (exceptions are RV rallies, auto shows). Any damage to the lawns or sprinkler systems will be the responsibility of the tenant. Damage charges will include materials and labor and will be deducted from the rental deposit.
5. Unauthorized vehicles are subject to being towed at owner's expense.
6. The maximum speed limit when driving autos and golf carts on the fairgrounds is 10 MPH or less at all times.

28

BILLS:

1. Established events (those held annually and/or monthly): Bills are to be paid prior to the event.
2. Non-Established and new events: A Non-Refundable Reservation Deposit is to be paid upon securing the date(s) and the remainder of the deposit is to be paid 90 days prior to the event. Rental fees must be paid no less than two weeks prior to the event. In the event of a late booking (event booked less than 2 weeks prior to the event) all payments (deposit, rental, additional equipment, etc.) must be in the form of a money order, cashier's check or cash.
3. In the event that you acquire additional charges that exceed your Event Staff/Cleaning Deposit you will be billed for these charges and will be responsible for making payment in full to the Association.

BUILDING CAPACITY LIMITS:

1. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the mandated occupancy maximum limit outlined below.
2. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff. No refunds will be made under these circumstances.
3. Maximum Building Capacity limits are as follows:
 - a. Main Exhibit Hall: Assembly 2320, Dining 500 to 1082 dependent upon setup
 - b. Franklin Hall: Assembly 750, Dining 325 to 500 dependent upon setup
 - c. Palmer Hall: Assembly 400, Dining 225 to 250 dependent upon setup
 - d. Expo Hall: Assembly 400, Dining 200

CLEAN-UP RESPONSIBILITIES:

1. Refer to the Facility Checklist – Exhibit B, which indicates the areas to be cleaned by the renter. Some typical clean up charges are:
 - a. Tables and/or chairs stacked dirty or incorrectly.
 - b. Bathrooms require detailed cleanup (i.e. writing on the stalls/walls, paper thrown on the ground)
 - c. Grounds surrounding area need clean up (bottles, cups, etc.)
 - d. Balloons/decorations still up.
 - e. Shoe prints on walls from attendees leaning against walls.
 - f. Gum, tape residue and food on floor (requires scraping of floor).
 - g. Floor damage (sand displays & equipment marking floors)
 - h. Dust mops and mops will be provided for clean up.
2. The bar area must be cleaned and all alcoholic beverages removed at the conclusion of the event.
3. Any left-over ice that is dumped on the grass outside the buildings must be spread out over a large area. Piles of ice will kill the lawn and could result in an additional charge to replant grass.
4. The building must be cleared of all items brought in by tenants (ie. BBQ's, signs, banners, etc.), immediately following event, once tenant vacates premises. Any items left become the property of the 13th District Agricultural Association (Yuba Sutter Fair), to be disposed of at our discretion.
5. The event staff working the event has no authority to determine the condition of the facilities after the renter has completed the clean-up.
6. The night-time event staff is not qualified to judge the clean-up condition of the building. The Facility Evaluation will be completed by the fair staff on Monday morning following your event.

COOKING:

1. Responsibility of renter for removal of waste oil, contaminated water (water with oil, other items) from facility in accordance with the State law. No oil is to be disposed of in any sink. No scalding water, water/salt, water/oil combination or other hot liquid is to be dumped on the lawns or grounds.
2. No sterno's shall be used to heat food without prior approval by the State Fire Marshal's Office.

CURFEW:

1. All tenants must plan their event accordingly to comply with the curfew as denoted under the Hours of Rental Events in the rules.
2. Fair Management may grant approval to extend the event curfew time past the regular posted closing time. The written request must be made 30 days prior to the event.

DAMAGES:

1. As the tenant of the facility, you are responsible for any damages that occur to the area in which you have rented/occupied.
2. As the tenant you are responsible to pay for these damages (even if they are caused by someone who is attending your event).

DECORATING/DECORATIONS:

1. All drapes, hangings, curtains, drops, and all other decorative material, including Christmas trees, that would tend to increase the fire and panic hazard shall be made from a nonflammable material, or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved

- by the State Fire Marshall."
2. No candles or other decorations that have an open flame may be used.
 3. We recommend when utilizing Crepe Paper for decorating to use with care and attention. When Crepe Paper becomes wet, the color in it bleeds and it will stain the floor. If this happens, you will be charged for the material and the labor to remove the stains.
 4. NO confetti, glitter, or other small paper, plastic, food, etc. items (this includes rice) may be used in the buildings or outside. If confetti, glitter or other small paper or plastic items are used, you will forfeit your cleaning deposit in full. For wedding receptions, birdseed is the ONLY item allowed to be used and ONLY outside the buildings.
 4. It is necessary for us to restrict these items. Those tenants who do not abide by this and other rules are subject to a clean-up fee to be determined by Management and possibly be banned from further use of the facility.
 5. Decorations may not be attached to the buildings, floors, table or other fair property using nails, staples, tacks, scotch tape, duct tape, masking tape or paint. Many party supply businesses have alternative methods of securing items. In addition, the Fair has ceiling clips available to hang items from the ceiling. Indicate how many you will need on our Facility Reservation Form.
 6. All decorating materials must be removed by the tenant at the conclusion of the event, unless other arrangements have been made. Fair is not responsible for any decorations left in the building. The tenant will be charged for clean up of decorations by Fair Staff.
 7. No masking tape, duct tape, staples, or pushpins are to be used on tables, floors or walls. Party supply businesses have alternative methods of securing items. Items used to secure items are to be taken down.

DEPOSIT:

1. A Rental Deposit is required for use of any facility on the Fairgrounds. This amount, or a portion of, will be refunded no earlier than 30 days following the event. All attempts will be made to refund the amount due to tenant at the earliest possible time. Rental charges for any additional equipment, cleaning, facilities, material, damages, or labor will be deducted from this amount.
2. Any State Fire Marshall Fee over one (1) hour of inspection will be deducted from deposit, if onsite inspection takes place and fee is more than deposit you will be billed.

DISTURBANCES:

1. If a disturbance occurs during your event and action is taken by a law enforcement agency(ies), the tenant will be charged at the current hourly rate of the agency(ies) and the tenant's event is subject to closure. No refunds will be made.
2. In the event that tenant's activities disturb, disrupt or negatively affect other events on the grounds, tenant's event is subject to closure. No refunds will be made.
3. In the event that tenant's activities result in Fair Staff monitoring their event for any reason, the tenant will be subject to charges resulting from this monitoring at the current labor rate.
4. Fair Staff will attempt to minimize any negative impacts on events held on the facilities but will not be held responsible for actions of other tenant's activities.

ELECTRICITY:

1. Tenants whose event, which includes but are not limited to concerts, trade shows and dances with large amounts of sound equipment, which require extreme amounts of electricity are subject to an additional utility fee.

EQUIPMENT, ADDITIONAL

1. Each building rental fee includes a specific amount of tables, chairs and staging. Any additional tables, chairs, staging or additional equipment will be provided at the current rental rate.

EVENT STAFFING:

1. Fair Event Staffing is required for ALL event's when serving /selling alcohol. Event staffing fees are in addition to the building rental fees and will be quoted at the time of the rental reservation and based on the listed attendance and hours of the event.
2. Event staff's purpose is to ensure that all fairground rental policies and guidelines are followed, provide a secure and safe venue for our clients, their guests and event attendees and provide general facility needs during the event such as temperature control, electric panels, light switches, equipment rental needs, etc.
3. Event Staff will be scheduled based on the building rented and/or estimated number of guests at a minimum ratio of 1:100. The Fairgrounds reserves the right to require any number of Event Staff deemed necessary for a safe and enjoyable event.

4. The minimum number of Event Staff per building is as follows and may not be adjusted for any event without approval by fair management:
 - a. Main Exhibit Hall: 4 Event Staff
 - b. Franklin Hall: 3 Event Staff
 - c. Palmer Hall: 3 Event Staff
 - d. Expo Hall: 2 Event Staff
 - e. Flower House: 2 Event Staff
 - f. Outside Venues: To be determined by management
5. Event Staff will monitor and track the number of guests for each event and only allow entry of the contracted attendance level listed for the event.
 - a. Attendance must not exceed the mandated maximum occupancy limit per building. In no case may attendee count ever surpass the fire marshal mandated occupancy maximums outlined in this document.
 - b. In the event that renter does not comply with these guidelines the event is subject to immediate closure by the fair event staff.
6. Event Staff Supervisor reserves the right to call in additional guards if the event warrants it. Renter will be informed of the increased staffing needs and the renter will be responsible for the additional event staffing needs to the fair, which may be subtracted from the event deposit.
7. In any event, that requires event staff to stay longer than the listed contracted hours, the renter will be charged at \$55 per hour/per staff.

EVENT INFORMATION:

1. Information required prior to your event:
 - a. Signed Rental Agreement
 - b. Signed Event Staffing Agreement
 - c. Proof of Liability Insurance.
 - d. Signed copies of the Alcoholic Beverage Statement (If applicable) *N/A*
 - e. Copies of ABC permit when serving alcohol (if applicable) *N/A*
 - f. Floor plan – Must be received 2 weeks prior to event. If not received two weeks prior to your event, Fair Staff is unable to guarantee that equipment will be available for your use. In addition, any changes made within 2 weeks prior to your event may be subject to additional charges. All Floor Plans must be approved by the State Fire Marshal's Office and may be changed by the fire marshal inspector to meet state fire code law.

FACILITIES RENTED:

1. The rental agreement specifies which area(s) tenant has contracted for. Tenant's activities are limited to that area(s). Unless specified, lawn and other outdoor areas are not included in Rental Agreement. In the event that tenant's activities or guests utilize outside areas, tenant will be subject to additional charges for those areas.
 - a. No inter-mingling or mixing of guests with other events happening at the same time are allowed.

FACILITY RESERVATION FORM:

1. Any individual, organization or business requesting use of facilities must complete a Facility Reservation Form. This form indicates to Fair Staff your equipment needs, building needs, staging, etc. Failure to turn in this form within the requested period of time, your event may result in equipment and labor for set up not being available.
2. In addition, if any charges are made to the original form, such as increased tables/chairs, additional staging, etc., 30 days prior to your event, the fair staff cannot guarantee that these changes can be met. However, whenever possible, the staff will try to accommodate these changes if possible. Fair staff will not be responsible for guaranteeing additional equipment/labor when Fair Office is notified 30 days prior to your event.
3. It is highly recommended that any changes to your original plans be submitted in writing to the Fair Office.
4. Fair Staff will not be held responsible for insuring that additional equipment/labor is available when Facility Reservation Form is not turned in within the requested period of time.

FEES:

1. Additional amounts will be charged and maybe subtracted from the event deposit for any of the following:
 - a. Changes in original, requested set up, and event/security staff costs due to extended event hours
 - b. Clean up (including labor and supplies). Refer to the clean-up guidelines.
 - c. Damage to the facilities
 - d. All State Fire Marshal charges that are that are in excess of (1) one hour or more for of their services provided.

2. **Deposit:** A non-refundable reservation fee must be paid at the time the facility is reserved. A Rental Deposit must be paid in full 90 days prior to the event.
 - a. When deemed necessary, an additional rental deposit (amount to be determined by Management) shall be required and collected prior to the event.
 - b. Deposits will be forfeited if event is cancelled less than 60 days notice to the Fair office.
 - c. Deposits will be forfeited if confetti or glitter is used in decorating for your event.
 - d. Deposits, or portions thereof, which are due tenants will be returned no earlier than 30 days following the event.
 - e. If having 2 or more major events within a year you must pay Reservation Fee and Rental Deposit at the time of making your reservation.
3. **Rental fees:** Rental fees and a signed contract must be in the Fair Office no later than 60 days prior to the event. The signed contract must be in the Fair Office no later than 15 days after receipt of contract.
 - a. Payment may be made with a personal check, cash, money order or cashiers check when paid 2 weeks prior to the event.
 - b. Payment must be made with cash, cashiers check or money order when event is booked less than 2 weeks prior to the event.
 - c. Additional equipment/labor: Any additional charges known in advance are due and payable at the time of payment of rental fee. Any additional fees are due and payable immediately following event.
4. **Rental fees include:** Empty building, specific number of tables and chairs (indicated on building plan and contract) and a kitchen. Any additional items your event requires (ie. stage, PA, portable bar, etc.) must be requested by tenant's renter at the time of booking or no less than 30 days prior to the event.

FIRE MARSHALL REQUIREMENTS:

1. All fire regulations as prescribed by the State Fire Marshall must be strictly observed. For a listing of the specific regulations, please refer to "Exhibit E" - Fire & Life Safety Division Special Events and/or DAA Fairs Checklist of items which is included as part of your rental agreement.
2. The Fire Marshall has the authority to make a detailed inspection prior to your event opening and has the authority to close the event due to any fire code violation.
3. All State Fire Marshal permit & inspection charges that are that are in excess of (1) one hour will be subtracted from the renter's deposit.
4. All events must include a floor plan upon reserving the event that will be submitted by the fair staff to the State Fire Marshall's Office for review and approval. Any changes to the floor plan must be submitted to the fair office 30 days prior to event in writing and must be approved by the State Fire Marshall prior to the event.
5. The following rules must be met and hazards corrected before opening to the public.
 - a. Special Event Permits: The Fire Marshall shall be advised of any of the following circumstances at least 15 working/business days prior to your event:
 - (1) Use of tents or other similar fabric enclosures or over-head cover by ten or more persons for any purpose.
 - (2) Demonstration or operation of any heat producing device or sources of ignition, including but not limited to heaters, stoves, barbecues, lanterns, internal combustion engines, candles, torches or any other open flame device.
 - (3) Display or use of a motor vehicle(s) within a building, tent or similar fabric enclosure or overhead cover. NOTE: All motor vehicles on display shall have battery cable disconnected and taped, fuel tanks not more than 1/4 full and provided with locked caps or sealed in a manner approved by the State Fire Marshall. Wheel locks may be required.
 - b. BBQ's that are used for an event must not be placed under any porches, eaves or overhangs of the buildings.
 - c. Exiting: Exits, aisles, ramps, corridors and passageways shall not be blocked nor have their required width obstructed in any manner by exhibits, chairs, equipment or anything whatsoever; nor shall they be blocked by persons.
 - d. Exits, exit lights fire alarm sending stations, wet standpipe hose racks and fire extinguisher locations shall not be concealed by pipe & drape, banners, or any decorative material.
 - e. No sterno's shall be used to heat food without prior approval by the State Fire Marshal's Office.
 - f. A minimum of 54" inches shall be maintained between all rows of tables
 - g. All pipe & drape material must be fire rated. Certificate of fire rating must be provided to the fairgrounds atleast 2 weeks prior to the event for approval by the State Fire Marshall's Office. Pipe & drape must be located a minimum of 36" inches away from all electrical breaker boxes.

FIREWORKS/FIREARMS:

1. Fireworks or Firearms are not allowed on the grounds without prior written approval from Fair Management.
2. Gun shows will be subject to the rules and regulations established by State and the 13th DAA Board.

FLYERS:

1. Unauthorized distribution of "flyers" on any fairgrounds property (including the parking lots) is forbidden.

GUESTS ACCESS:

1. No entry will be allowed after 10:00 pm.
2. Re-entry will only be allowed with event staff approval.
3. Minors attending events will not have in and out access after 9 pm unless accompanied by a parent.

HAZARDOUS EVENTS:

1. The following activities are classified "Hazardous in Nature" and require special documentation:
 - a. Fireworks
 - b. Automobile or Motorcycle races, tractor/truck pulls, destruction derbies, mud bogs, mud racing, thrill shows and truck rodeos.
 - c. Rodeos, team roping and penning, carnivals, circuses, pony and other animal rides, trick riding, trackless trains, hot air balloons, petting zoos, pig races, trapeze, spin wheel or acrobats, dog training classes, bungee cord jumping and trampoline use.
 - d. Roller derbies, roller-skating, skateboards, boxing matches and wrestling.

HOURS OF RENTAL EVENTS:

1. Facility Rental Event Hours include:
 - a. Monday thru Thursday: 8 am thru 11 pm
 - b. Friday thru Saturday: 8 am thru 12 Midnight
 - c. Sunday: 8 am thru 10 pm
 - d. Outside events will close down at 10 pm Friday and Saturday, and 9 pm Sunday thru Thursday unless otherwise authorized by Fair Management.
 - e. Fair Management may grant approval to extend the event curfew time past the regular posted closing times provided above. The written request must be made 30 days prior to the event.

INSURANCE:

1. Tenants are be required to provide evidence of insurance protecting the legal liability of the State of California, the California Fairs Insurance Authority, the 13th District Agricultural Association, from occurrences as to bodily injury and property damage. Additional information including amount of coverage required items to be listed on the Certificate of Insurance and alternative sources of insurance can be obtained from the Fair Office.
2. Event Insurance may be purchased through the California Fair Services Authority at the fair office.
3. ALL Events must have the proper limits of insurance and a Certificate of Liability naming the 13th District Agricultural Association as an additional insured and must be on file at the fair office prior to the event taking place.

ITEMS NOT PROVIDED BY FAIR:

1. Tenants must furnish their own ashtrays. *No smoking*
2. Tenants must furnish their own ladders.
3. Tenant must furnish their own table and stage skirting unless other arrangements have been made.

KITCHEN FACILITIES:

1. All buildings have kitchens with stoves, refrigerators, sinks etc. with the exception of the Flower House. Tenant's ARE NOT to use warming plates for cooking of any food or as a grill.
2. No sterno shall be used to heat food without prior approval by the State Fire Marshal's Office.

MARQUEE INFORMATION:

1. Each building has a still marquee available to advertise your event (between 20 to 25 letters are available depending on the building rented).
2. We offer event advertising on the Digital Marquee Sign located on the corner of Franklin and Garden Highway. Additional fees apply. Information and application available at www.ysfair.com

MISCELLANEOUS:

1. Management reserves the right to deny privileges or access to persons breaking any of these rules.
2. Facility rental does not include lawns or garden areas unless specified on the rental agreement.

PETS:

1. Pets are not allowed on the fairgrounds during rental events except for Service Animals and animal type events.
2. Service animals are welcome. Service animals are animals that are individually trained to perform tasks for people with disabilities – such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets. All other animals/pets are prohibited.
3. Unauthorized animals seen on the grounds will be removed and transferred to the local animal shelter or a local boarding facility at the owner's expense.

RENTAL AGREEMENT:

1. Tenants whose signature appears on the Rental Agreement must be 21 years old as of date of event.
2. The individual whose signature appears on the Rental Agreement is responsible for fees and charges related to event.
3. No Rental Agreement is valid without the signature of the Tenant and Manager of the Fairgrounds.
4. No tenant may gain access to facility unless a signed Rental Agreement is on file at the Fair Office, and all fees and other requirements have been met.
5. Submission of a Facility Reservation Form does not indicate a contractual agreement for use of facilities.
6. Rental Agreement must specify exact activities to be held during tenant's event. If any hazardous events are to be incorporated into tenant's event, the activity must be listed on contract. See Hazardous events.

RESTROOM MAINTENANCE:

1. Custodian duties do not include maintaining restrooms. Tenant is responsible for keeping paper towels in garbage cans, sinks clean of paper and other items.
2. Prior to your event, all restrooms will be stocked with paper supplies. For events lasting more than 1 day. Fair will restock supplies daily.
3. Custodian will supply extra garbage bags upon request. Tenant is responsible for removing full bags of garbage from the cans. Tenant is to place full bags outside building by kitchen and custodian will remove them.

SET UP/DISMANTLE:

1. Set up day prior to the event must be PRE-ARRANGED. Weekend setups will be equal to a half-day rent. Weekday set ups will be \$150 for all halls except MXB is \$250. Setup times are 8 am – 3:30 pm. Set up after 3:30 pm on weekdays will entail a cost of \$30 per hour up to 10 pm.
2. Heating and cooling will not be provided during set up/dismantle days. A minimal amount of lighting will be turned on during set up/dismantle days.
3. Fair Staff is available to set up and/or dismantle for tenant's event at a charge of \$55 per hour. THIS MUST BE PRE-ARRANGED. This includes DJ, Caterer, Etc. Tenant MUST provide the Fair Office with a floor plan when returning the signed contract.
4. Changes to floor plan must be made 30 days prior to event in writing and must be approved by the State Fire Marshall.

SOUND:

1. Maximum sound level is 90 decibels at 100 feet from the stage. Decibel readings will be monitored by Fair Event Staff.
2. Music must cease 15 minutes prior to the scheduled event end time.

SUPERVISION:

1. Tenant is responsible for providing supervision of children and people attending tenant's event. In the event that Fair Staff must supervise children or people (this includes having to inform children or people to remain inside the tenant's rented facilities), tenant will be charged for labor at the current rate.

(Revised 02/2020)

34



FACILITY CHECKLIST FOR RETURN OF RENTAL DEPOSIT

The following is a check-out list of items that we look at following each event on the fairgrounds. Any clean up required by the fair staff will result in a decrease in the rental deposit amount returned to you. First and foremost, in order to receive the full deposit amount, you must leave the building in the condition you received it.

MAIN HALL CLEANUP

- ☐ **Tables:** Clean trash off all tables. Tape, staples, push pins, and like items are not to be used on tables. Tables must be wiped down if dirty. Stack tables neatly on table racks. Tables stacked upside down. Same size tables in one stack. Any broken/damaged tables are to be set aside.
- ☐ **Chairs:** Clean any that are dirty and stack on chair racks. Follow stacking instructions given by Maintenance Staff.
- ☐ **Bars:** Clean and wipe all bars.
- ☐ **Tables & Chairs Racks:** When full, can be left out in the main hall. Fairgrounds Staff will put them in storage room at no charge.
- ☐ **Decorations:** NO CONFETTI OF ANY TYPE. All decorations are to be removed from walls, ceiling, stage, bar etc. All tape, staples, push-pins are not to be used for tables or walls. Party supply businesses have alternative methods of securing items. Items used to secure decorations are to be taken down. Ceiling clips borrowed from Fairgrounds are to be left on the kitchen counter.
- ☐ **Walls:** Wipe any spills or footprints. Tape, staples, push pins and alike items are not be used on walls.
- ☐ **Dumpster:** Trash is to be placed in dumpster located outside of building. If dumpster is full, leave trash in barrels and Fairgrounds Staff will remove at no charge. Trash barrels may be left outside building.
- ☐ **Floor:** Sweep, carefully remove any food spills, gum, stickers or other items on floor. Mop the floor area with clean hot water.

KITCHEN AREA CLEANUP

- ☐ **Trash:** Dump all trash in dumpster located outside of kitchen door.
- ☐ **Wipe Down:** Counters, work tables and wipe down walls if food is splattered on them.
- ☐ **Stove:** Clean stove-top and ovens of all food spills. It is recommended that renter brings aluminum foil to line ovens to make clean up easier.
- ☐ **Refrigerator:** Clean interior and exterior and freezer. Clean any spills, remove all food and dump ice in dumpster.
- ☐ **Sinks:** Clean any food left in sinks and remove stains. Kitchens DO NOT have garbage disposals therefore DO NOT put food down drain. Renter will be charged for service of clearing drains if professional service is required.
- ☐ **Floor:** Sweep and mop with clean hot water.

RESTROOMS CLEANUP

- ☐ **Trash:** Pick up trash and sweep floors. Depending on use of bathrooms (restrooms not abused by renter such as not using urinals, sinks overflowing, etc) Fair Staff will clean sinks and toilets at no charge. Based on the abuse, a cleaning charge will be deducted from deposit or renter will be billed if deposit amount does not cover the cost of clean-up and/or repair.

OUTSIDE:

- ☐ **Trash:** Pick up all trash that was carried outside of the building. This includes adjoining lawns & walkways.
- ☐ **Lawns:** You are responsible for insuring no one attending your event drives on the lawns. We have an automatic sprinkler system in the grounds. Any damage to this or the lawn will be charged to the renter.

The night-time event staff is not qualified to judge the condition of the building. The Facility Evaluation will be completed on Monday morning following your event, unless building is rented on Sunday for another event. We appreciate your cooperation in returning the building to the condition in which you received it. Thank you for using the Yuba-Sutter Fairgrounds for your event. We hope that you had a great customer service experience and will return in the future.

35

STANDARD CONTRACT TERMS AND CONDITIONS

1. **National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).
2. **Resolution of Contract Disputes (PCC Section 10240.5, 10381)** If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
4. **Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.
5. **Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
7. **Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
8. **Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 Current State Employees (PCC 10410):
 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 Former State Employees (PCC 10411):
 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
 If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).
9. **Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
10. **Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be:
 (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

California Fair Services Authority

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.

- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

QUOTE CONFIRMATION**DEAR BRYAN WILLIAMS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LXFM240	2/11/2021	SRV/TAPE/VEEAM	0786643	\$42,572.59

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HPE ProLiant DL380 Gen10 - rack-mountable - no CPU - 0 GB - no HDD</u> Mfg. Part#: 868705-B21 UNSPSC: 43211501 Contract: MARKET	1	4736126	\$1,273.00	\$1,273.00
<u>Intel Xeon Silver 4216 / 2.1 GHz processor</u> Mfg. Part#: P02495-L21 UNSPSC: 43201503 Contract: MARKET	1	5529913	\$1,074.00	\$1,074.00
<u>HPE SmartMemory - DDR4 - module - 32 GB - DIMM 288-pin - registered</u> Mfg. Part#: P00924-B21 UNSPSC: 32101602 Contract: MARKET	1	5529216	\$760.00	\$760.00
<u>HPE 10TB 6Gbps SATA 7200rpm LFF 512E Hard Disk Drive</u> Mfg. Part#: 857648-B21 Contract: MARKET	10	4332133	\$965.00	\$9,650.00
<u>HPE StoreFabric SN1100Q 16Gb Dual Port - host bus adapter - PCIe 3.0 - 16Gb</u> Mfg. Part#: P9D94A Contract: MARKET	1	6346600	\$1,582.00	\$1,582.00
<u>HPE 96W Smart Storage - battery - Li-Ion</u> Mfg. Part#: P01366-B21 UNSPSC: 26111711 Contract: MARKET	1	4917109	\$91.00	\$91.00
<u>HPE Smart Array P816i-a SR Gen10 - storage controller (RAID) - SATA 6Gb/s /</u> Mfg. Part#: 804338-B21 UNSPSC: 43201557 Contract: MARKET	1	4736136	\$781.00	\$781.00
<u>HPE FlexFabric 533FLR-T - network adapter - PCIe 2.0 x8 - 10Gb Ethernet x 2</u> Mfg. Part#: 700759-B21 Contract: MARKET	1	3545783	\$422.00	\$422.00
<u>HPE - power supply - hot-plug / redundant - 800 Watt - 908 VA</u>	2	4723434	\$246.00	\$492.00

QUOTE DETAILS (CONT.)

Mfg. Part#: 865414-B21

UNSPSC: 39121004

Contract: MARKET

HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser

1

5878919

\$305.00

\$305.00

Mfg. Part#: BD505A

Electronic distribution - NO MEDIA

Contract: MARKET

HPE Large Form Factor Easy Install Rail Kit rack rail kit - 2U

1

3379398

\$84.00

\$84.00

Mfg. Part#: 733662-B21

UNSPSC: 24102001

Contract: MARKET

HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o

1

4727329

\$2,200.00

\$2,200.00

Mfg. Part#: H7J34A3#WAH

UNSPSC: 81112305

Electronic distribution - NO MEDIA

Contract: MARKET

Veeam Availability Suite Universal License - Upfront Billing License (3 year

4

5777261

\$2,918.00

\$11,672.00

Mfg. Part#: P-VASVUL-0I-SU3YP-00

Sourcewell 081419-CDW Tech Catalog

Electronic distribution - NO MEDIA

Contract: MARKET

HPE StoreEver LTO-7 Ultrium 15000 - tape drive - LTO Ultrium - SAS-2

1

3964701

\$2,917.99

\$2,917.99

Mfg. Part#: BB874A

UNSPSC: 43201807

Sourcewell 081419-CDW Tech Catalog

Contract: MARKET

HPE Ultrium RW Data Cartridge - LTO Ultrium 7 x 1 - 6 TB - storage media

11

6424245

\$82.36

\$905.96

Mfg. Part#: C7977A

Sourcewell 081419-CDW Tech Catalog

Contract: MARKET

HPE Ultrium Universal Cleaning Cartridge

1

2530111

\$101.53

\$101.53

Mfg. Part#: C7978A

Contract: MARKET

Network & Security Device Configuration Bundle (CDW Configuration Services)

1

1550460

\$6,600.00

\$6,600.00

Mfg. Part#: NTWKCONFIGBUN

UNSPSC: 43223300

see attached SOW for details

Contract: Standard Pricing

PURCHASER BILLING INFO		SUBTOTAL	\$40,911.48
Billing Address: MARYSVILLE JOINT UNIFIED SCHOOL DIS ACCTS PAYABLE 1919 B ST MARYSVILLE, CA 95901-3798 Phone: (530) 749-6108 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$1,661.11
		GRAND TOTAL	\$42,572.59
DELIVER TO		Please remit payments to:	

40

Shipping Address: MARYSVILLE JOINT UNIFIED SCHOOL DIS WAREHOUSE 1919 B ST MARYSVILLE, CA 95901-3798 Shipping Method: DROP SHIP-GROUND	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
--	---

Need Assistance? CDW•G SALES CONTACT INFORMATION



Pat Hein

(866) 642-8073

pathei@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

41



STATEMENT OF WORK

Project Name:	HPE / VEEAM Install	Seller Representative:
Customer Name:	Marysville Joint Unified School District	Stacy Goodman
CDW Affiliate:	CDW Government LLC	+1 (916) 216-5196 sgoodman@cdw.com
Subcontractor:	Alpha Baller Technologies LLC	Solution Architect:
Date:	March 15, 2021	
Drafted by:	Connor Grimsley	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and Marysville Joint Unified School District ("Customer," and "Client,").

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Subject to the other provisions of this SOW, Provider will perform the following services:

Install and configure HPE Equipment and VEEAM Backup Solution

- Site visit (Hardware install)
- Build Server per BOM
- Setup ILO and Raid system per Customer's request
- IP ILO and Document System setup
- Update firmware on all devices
- Install WIN2019 Standard
- Install all System drives
- Run system updates for Windows
- Install Veeam and patches as needed
- Setup Drive space for backups
- Setup Tape drive
- Basic backup setup of jobs (If Customer wants full backup job setup and verification extra (Need to scope)
- Troubleshoot Install

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Review existing documentation of Customer's Server, Storage, Backup Environment.
2. Validate Design and Solution with HPE and VEEAM Sales Rep and SE.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Provide administrative access to systems.
2. Provide documentation of the environment.

PROJECT ASSUMPTIONS

1. Existing Customer environment is in production, network devices are running supported firmware versions, and provided documentation reflects the current as-built state of the environment.
2. Provider will provide a "Turn-key" implementation including training for Customer IT Staff.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Troubleshooting and configuration of the existing environment not related to implementation of the new HPE Equipment, VEEAM and associated systems.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Configuration Snapshots	These documents are saved configurations from various existing and new devices at multiple points through the project.	Text file for each device
Visio Drawings	Microsoft Visio Drawings of designs and as-built physical and logical status of the network.	Microsoft Visio
Report of Findings and Recommendations	Written document that details what was implemented during the project along with providing recommendations for improvements including estimated time and resource costs for future projects.	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.

- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$6,600.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Completion of Work	100%	\$6,600.00
Totals	100%	\$6,600.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller's Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Marysville Joint Unified School District

By: _____

By: _____

Name: _____

Name: Penny Lauseng

Title: _____

Title: Assistant Supt. of Business Services

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

1919 B Street
Marysville, CA 95901

Vernon Hills, IL 60061

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	Address
District Office	1919 B St., Marysville, CA 95902

Approval: PZ
Date: 5-3-21Marysville Joint Unified School District Summer Program
Pilot & Kynoch Elem MaterialsDate: 05/03/2021**Training:**

Two 2.5 hour Online Toolbox Project Training-- 55 staff per training
June 9th and June 10th
Portal Access for all who are trained
1-hour follow up support

Price/per	Quantity	Total Cost
\$2,500	2	\$5,000.00
	1	(Included)
	1	(Included)
		Training Sub-total
		\$5,000.00

Materials**Curricula:**

K-6 Essential TOOLBOX
K-3 Lesson Plan (supplemental to the Essential TOOLBOX)
4-6 Lesson Plan (supplemental to the Essential TOOLBOX)
Circle of Friends
Administrators Guide

English ☒ 110 Spanish ☐

\$75	110	\$8,250.00
\$185	66	\$12,210.00
\$185	33	\$6,105.00
\$45	6	\$270.00
\$45		

Classroom Materials:

K-3 Manila Toolboxes (cardstock; sets of 30)
K-3 Large Toolcards (B&W, sets of 30)
4-6 Small Toolcards (B&W, sets of 32)
4-6 TOOLBOX Student Journals

English ☒ 43 English/Spanish ☐
English ☒ 21 English/Spanish ☐

\$21	43	\$903.00
\$23	43	\$989.00
\$18	21	\$378.00
\$3.75	650	\$2,437.50

K-6 TOOLBOX Fan Decks (Color, ovals on a lanyard)

English ☒ 121 English/Spanish ☐

\$18	121	\$2,178.00
------	-----	------------

Posters:

K-3 Feelings Posters (18 x 24)
4-6 Feelings Posters (18 x 24)
K-3 12 Tools Poster- Color (24 x 36)
4-6 Tools for the Journey Poster- Color (24 x 36)
Administrators Poster- Color (12 x 18)

English ☒ 72 Spanish ☐
English ☒ 39 Spanish ☐

\$13	72	\$936.00
\$13	39	\$507.00
\$15	72	\$1,080.00
\$15	39	\$585.00
\$10		

Puppets:

K-3 Puppet Set (Character set of 4)

\$110		
-------	--	--

Book Sets:

Grades K-1 Book Set- (16 books)
Grades 2-3 Book Set- (15 books)
Grades 4-6 Book Set- (15 books)
Grades K-6 Complete Book Set- (38 books)
Circle of Friends Book Set- (12 books)

\$195	4	\$780.00
\$180	4	\$720.00
\$170	3	\$510.00
\$450		
\$160		

Coloring Book w/ Music CD

\$15		
------	--	--

Sub-Total for Materials

\$38,838.50

Sub-Total for Training & Materials

\$43,838.50

Tax		0
S & H		\$3,883.85
CC fee*		
Total		\$47,722.35

Name: Jessica Guth	Date: 5/3/2021
Phone:	Email: jguth@mjsud.k12.ca.us
Name of School/Organization:	Marysville Joint Unified School District
PO#:	
Billing Address:	Marysville Joint Unified School District
	1919 B Street Marysville, CA 95901
Shipping Address:	Marysville Joint Unified School District
	1919 B Street Marysville, CA 95901

Penny Lauseng-MJUSD
Asst. Supt of Business Services

Email orders to: info@toolboxproject.com

Availability and binding of childrens trade books sold by The Toolbox Project, LLC are subject to change without notice.

*Please note: If you are wanting to pay by credit card there will be a 3.25% fee added to the total amount

Prices valid May 31, 2021

www.toolboxproject.com

Rev. 4/2020

48

Grant Award Notification

GRANTEE NAME AND ADDRESS Gary Cena, Superintendent Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				2020	25515	72736	00
Attention Rocco Greco, Ex Director				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Educational Services				Resource Code	Revenue Object Code		58
Telephone 530-749-6138				7810	8590		INDEX
Name of Grant Program							0590
Early Literacy Support Block Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$613,140.00		\$613,140.00	1	12/1/2020	6/30/2024	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
<p>This is to inform you that the Early Literacy Support Block Grant has been amended to extend the award ending date to June 30, 2024.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Eliana Berman, Associate Governmental Program Analyst Educator Excellence and Equity Division California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Eliana Berman				Associate Governmental Program Analyst			
E-mail Address						Telephone	
eberman@cde.ca.gov							
Signature of the State Superintendent of Public Instruction or Designee						Date	
▶ Barbara Murchison <small>Digitally signed by Barbara Murchison Date: 2021.04.28 13:06:31 -0700</small>							
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
Gary Cena				Superintendent			
E-mail Address						Telephone	
gcena@mjustd.com						(530) 749.6102	
Signature						Date	
▶ 49							



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

PROJECT: 8303: Linda Elementary Modular Daycare Building Project

This agreement is made and entered into on this **3rd day of May, 2021**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **CS3, LLC** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$105.00 per hour for DSA Class I (\$55 and hour for drive time);

\$65.00 per hour for DSA Class II;

\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: **\$ 27,000.00**

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

~~INSPECTOR shall maintain at all times complete detailed records and an inspection log with~~
regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days' advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":

Penny Lauseng
Penny Lauseng, Assistant Superintendent, Business Services

5-3-21
Date

"INSPECTOR"

Jim Sajdak
Jim Sajdak

4/27/21
Date



-Proposal Between-

Marysville Joint Unified School District, referred to as Client
1919 B Street
Marysville, CA 95901

And

CS3, LLC referred to as Consultant
P.O. Box 1723
Tahoe City, CA 96145
530.581.0118

Date Submitted – April 22, 2021

Project Scope – Services on this project will consist of D.S.A. Project Inspection on the Linda Elementary School Modular Project under D.S.A. Application 02-118786.

Services Provided – Consultant is fully authorized by the Division of the State Architect (D.S.A.) to perform inspections as a Class 1 Project Inspector within the project classification. Consultant shall be fully responsible for contracted inspection of the work during construction on an as requested basis to assure that all work is completed in accordance with the approved plans, specifications and addendums issued. A Daily Inspection Report and all other required reports will be provided for the Client's records. A Final Punch List will be prepared with the Architect or Engineer of Record. The Consultant will keep current as built drawings based on information provided from the Architect of Record and Contractor. A Deviation Log and Semi-Monthly Reports will be provided to the Client and Architect or Engineer of Record to document the status of construction. All records shall become the property of the Client at the completion of the contract.

Estimated Fees – Services at a lump sum rate of \$27,000.00 for all hours worked through project completion and DSA Certification. Invoices will be submitted monthly and billed to match the percentage of project completion.

Additional Expenses – Consultant shall cover all out-of-pocket expenses incurred while carrying out the duties related to the project. Client shall cover all special inspection costs by a third party special inspection / testing lab.

P.O. Box 1723 Tahoe City, CA 96145

P: 530.581.0118

E: Jim @CS3.us

53



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INSPECTION SERVICES

**PROJECT: 8304: Anna McKenney Intermediate School Modular Building
Containing Three Classrooms Project**

This agreement is made and entered into on this **3rd day of May, 2021**, by and between the **Marysville Joint Unified School District** hereinafter referred to as "DISTRICT", and **CS3, LLC** referred to as "INSPECTOR".

WITNESSETH:

WHEREAS, DISTRICT is causing general construction, repairs and/or replacement to be constructed on DISTRICT property in Yuba County, State of California; and

WHEREAS, INSPECTOR is fully licensed and authorized by the State of California to provide inspections on school buildings, portable school buildings, and other structures.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IT is AGREED by and between the parties hereto as follows:

1.0. Scope of Work

DISTRICT hereby hires INSPECTOR as an independent contractor to perform inspection services on DISTRICT project(s). Such services shall include, but shall not be limited to:

1.1. Specifications

Inspection of the work during construction to assure that all work is done in accordance with the approved plans and specifications and applicable federal, state, and local building codes.

1.2. Log

The maintenance of a detailed daily inspection log.

1.3. Certification

The certification of work completed and in progress, by the contractor, including material and equipment on or off site for pay request verification purposes.

1.4. Other

Such other services as may be designated by the DISTRICT.

2.0. Term

The term of this agreement shall commence on the date the District determines inspection services are necessary, and shall continue until the District determines inspection services are no longer required.

3.1. Rate

DISTRICT shall compensate INSPECTOR at the rate of:

\$105.00 per hour for DSA Class I (\$55 an hour for drive time);

\$65.00 per hour for DSA Class II;

\$60.00 per hour for DSA Class III & IV

for all time worked during normal working hours, Monday through Friday up to eight (8) hours per day. Hours worked in excess of eight (8) hours per day, forty (40) hours per week, and on Saturdays shall be compensated at the rate of 1.5 times the hourly rate stated above. All hours worked on Sundays and holidays shall be compensated at the rate of 2.0 times the hourly rate stated above. All overtime work shall be authorized in advance by the DISTRICT Assistant Superintendent, Business Services or designee.

The total fees (including reimbursable expenses) not-to-exceed: \$ 40,000.00

3.2. Reimbursable Expenses

DISTRICT shall reimburse INSPECTOR for necessary out of pocket expenses, i.e., plan reproductions, long distance telephone calls, and/or film and development costs used for provided services.

3.3. Time Sheets and Payment

INSPECTOR shall submit monthly invoices at the end of each month identifying regular time, overtime, mileage log and receipts for out of pocket expenses. Payment shall be made in full by DISTRICT to INSPECTOR within thirty (30) working days after approval by the District Business Office.

4.0. Records

INSPECTOR shall maintain at all times complete detailed records and an inspection log with regard to the services performed under this agreement. The records shall be the property of the DISTRICT.

5.0. Non-assignability

This agreement and the rights and duties hereunder shall not be assigned in whole or in part without written consent of the DISTRICT.

6.0. Insurance

INSPECTOR shall provide any required insurance at his/her own expense.

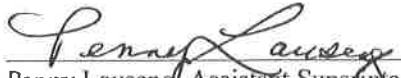
7.0 Fingerprint Certification

INSPECTOR will maintain compliance at all times with Education Code Section 45125.2.

This agreement may be canceled by the DISTRICT or the INSPECTOR upon the giving of thirty (30) calendar days' advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, the INSPECTOR shall be paid for all services performed up to the date of the cancellation.

IN WITNESS WHEREOF, this agreement has been executed on the day, month, and year first above written.

For "DISTRICT":


Penny Lauseng, Assistant Superintendent, Business Services

5-3-21
Date

"INSPECTOR"


Jim Sajdak

4/27/21
Date



-Proposal Between-

Marysville Joint Unified School District, referred to as Client
1919 B Street
Marysville, CA 95901

And

CS3, LLC referred to as Consultant
P.O. Box 1723
Tahoe City, CA 96145
530.581.0118

Date Submitted – April 22, 2021

Project Scope – Services on this project will consist of D.S.A. Project Inspection on the McKenny Intermediate School Project under D.S.A. Application 02-118788.

Services Provided – Consultant is fully authorized by the Division of the State Architect (D.S.A.) to perform inspections as a Class 1 Project Inspector within the project classification. Consultant shall be fully responsible for contracted inspection of the work during construction on an as requested basis to assure that all work is completed in accordance with the approved plans, specifications and addendums issued. A Daily Inspection Report and all other required reports will be provided for the Client's records. A Final Punch List will be prepared with the Architect or Engineer of Record. The Consultant will keep current as built drawings based on information provided from the Architect of Record and Contractor. A Deviation Log and Semi-Monthly Reports will be provided to the Client and Architect or Engineer of Record to document the status of construction. All records shall become the property of the Client at the completion of the contract.

Estimated Fees – Services at a lump sum rate of \$40,000.00 for all hours worked through project completion and DSA Certification. Invoices will be submitted monthly and billed to match the percentage of project completion.

Additional Expenses – Consultant shall cover all out-of-pocket expenses incurred while carrying out the duties related to the project. Client shall cover all special inspection costs by a third party special inspection / testing lab.

Marysville Joint Unified School District

Resolution 2020-21/23

California Day of the Teacher

WHEREAS, American's greatest strength has always been an educated citizenry; and

WHEREAS, that educated citizenry is directly attributable to our system of free and universal public education that provides an educational opportunity for all students; and

WHEREAS, the classroom teacher is challenged daily to reach out to every student -- regardless of ability, interest in learning, social or economic background, physical, mental, or emotional handicap, sexual orientation, gender identification or expression, religion, creed, race, color or ethnic origin -- to provide the assistance and guidance necessary for full intellectual development; and

WHEREAS, the classroom teacher is a key to the intellectual and occupational preparation of individual citizens who collectively determined the quality of life in America, in California, and in this community; and

WHEREAS, the work of the classroom teacher immeasurably affects the future lives of all students; and

WHEREAS, the classroom teacher deserves the deepest respect and admiration of the citizens of this community; and

NOW, THEREFORE, BE IT RESOLVED that the week of May 12, 2021 is hereby proclaimed California "Day of the Teacher," the Marysville Joint Unified School District for the purpose of providing public recognition and appreciation for the dedication and contributions of the classroom teacher, not only this community as a whole, but to each of us as individual citizens.

Passed and Adopted this 11th day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/24

Resolution to Establish an Associate Student Body (ASB) Special Revenue Fund

WHEREAS, the California Department of Education has authorized school districts to establish a separate fund in accordance with the provision of Statement No. 84 of the Governmental Accounting Standards Board (GASB) for reporting non-fiduciary ASB activities; and

WHEREAS, the ASB activities within the Marysville Joint Unified School District are considered governmental activities and should be reported in a governmental fund, either general fund or special revenue fund; and

WHEREAS, the California Department of Education added a new Special Revenue Fund (FUND 08) to its Standardized Account Code Structure (SACS) to account for non-fiduciary ASB activities; and

THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes the establishment of a special revenue fund to be known as the ASB SPECIAL REVENUE FUND in accordance with California Department of Education guidelines.

PASSED AND ADOPTED this 11th day of May 2021 by the following vote of the Board of Trustees of the Marysville Joint Unified School District:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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

NEW

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, **at the direction of the board**, 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 their mastery of course content based on **California State 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 an excused absence, they shall be given full credit for subsequent satisfactory completion of the assignment or assessment (EC 48205, 11B). **When a student has an unexcused absence, the teacher will determine the appropriate credit to be awarded.**

(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 their 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, at the direction of the board, 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: *(agendized 5/11/21 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

NEW

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 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, teachers may make necessary changes to their grading criteria based on teacher determination of student achievement based on essential standards.

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
revised: *(agendized 5/11/21 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, requirements to participate in promotion activities have been modified to a cumulative average of 1.0 GPA for the 8th grade year. At the discretion of the administration, with input from the students' teachers, necessary changes to promotion policies may be made to allow individual students who 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

NEW

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, requirements to participate in promotion activities have been modified to a cumulative average of 1.0 GPA for the 8th grade year. At the discretion of the administration, with input from the students' teachers, necessary changes to promotion policies may be made to allow individual students who 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
revised: *(agendized 5/11/21 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: *(agendized 5/11/21 board meeting)*