

Memorandum of Understanding
Olivehurst Water Education Outreach Program
Ella Elementary School
September 2020 - June 2021

Introduction/Overview:

In 2018, as part of the State of California's bond-funded "Disadvantaged Community Involvement Program (DACI), grants were awarded to each of the Department of Water Resources (DWR)'s ten Funding Areas (FA) which compromise the entire state. These DWR-designated FA include all of parts of the 44 Integrated Regional Water planning areas (IRWM). The SFRA includes all or part six IRWMs. Yuba County (and therefore Olivehurst) is within the Sacramento River Funding Area (SFRA) and the Yuba IRWM. The DACI grant for the SFRA was initially administered by the Yuba Water Agency (YWA) and managed by the staff of Burdick & Company (B&C).

This initial phase of the Olivehurst Water Education Outreach Program was jointly initiated by the Olivehurst Public Utilities District (OLIVEHURST) and B&C, at the direction of the Yuba IRWM Subcommittee which provided technical guidance and direction to the consulting staff. In late 2019, the initial program state funding ran out. The Yuba Water Agency (YWA) made the decision to continue funding the Olivehurst Water Education Program indefinitely, as part of their larger YWA Community Impact Program. The Olivehurst project is being closely coordinated with other YWA Education Program initiatives, administered by the YWA – such as the Curriculum Development project and the Water Education Center. B&C and YWA acknowledge the Marysville Joint Unified School District's alignment with the California Department of Education and the local school board to deliver distance learning to students served in Olivehurst.

This Memorandum of Understanding (MOU) seeks to formalize the work plan and approach for implementing the OLIVEHURST Water Education Outreach Program.

Goal:

The overarching goal of the Olivehurst Water Education Outreach Program is to:

*Educate children about their drinking water and where it comes from,
as well as increase their environmental literacy.*

The Initiative will accomplish this goal by:

- A. Providing diverse, collaboratively designed and high-quality learning experiences and materials inside and outside the classroom to support student's increased water knowledge and environmental literacy.
- B. Ensuring that these activities create a variety of water education experiences with their local river and help students in answering the questions: Where does my water come from? Why should I conserve it? and Is safe to drink?

Objectives of this Project:

- Improve student learning, particularly in the areas of water access, availability, conservation and eco-systems.
- Help children in Olivehurst schools understand the water cycle, the concept of watersheds and water-dependent ecosystems, and how their own decisions affect how water is used, as well as the collateral effects of their actions on natural systems.
- Educate young water consumers, while providing them with meaningful and enriching experiences relating to water.
- Support local children in becoming informed current, and future, customers in the communities where they will live and thrive in the future.
- Inspire our next generation of youth, to be aware and knowledgeable when it comes to the water they drink and how it gets to them.
- Provide deep learning experiences, with the use of a Virtual Field Trip on the Yuba River, Experiment Boxes (lessons aligned to the Next Generation Science Standards). Virtual Water Assembly, Digital Read-Alouds and Latino Outreach.
- Develop standards-based curriculum which can be provided to all Olivehurst schools, as well as schools across Yuba County.

Purpose of the Memorandum of Understanding:

The purpose of this Memorandum of Understanding (MOU) is two-fold:

- To provide students and staff at Ella Elementary School with a comprehensive understanding of the support that the Olivehurst Education Outreach Team will provide Ella Elementary School for the 2020 - 2021 school year.
- To affirm that the Olivehurst Education Outreach Support Team will work directly and collaboratively with the Ella Elementary School Principal and Teachers - to develop a set of activities, education materials and in-classroom experiences that meet the goal of the Initiative, while respecting the need and ability of the school to design the program.

This MOU ensures that both the Ella Elementary School and the Olivehurst Education Outreach Team have common expectations about the outcomes of the work, as well as their respective roles and responsibilities. This is an informal way of confirming that the School and its staff will be working collaboratively with the Olivehurst Education Outreach Team for the upcoming school year. Further, it affirms that the Olivehurst Education Outreach Team will be provided scheduled access to school leadership, teachers and 4th grade students for the upcoming year.

Commitments by Outreach Support Team:

- Co-design lessons and units with teachers that meet core standards, integrate hands-on learning experiences culminating in a school-wide Water Day.
- Create and provide Experiment Boxes, that include everything needed to conduct water-related experiments in the classroom.
- Partner with SYRCL and YWA to engage students in a Virtual Salmon Run: a hands-on experience that connects youth to the Yuba River environment and ecosystems.

School Commitments:

- A focus on improving students' understanding and learning with water access, environmental literacy and water knowledge.
- Provide a team of teachers and necessary support staff, as required, to commit to the project. The school's project team should include at least one senior leader to sponsor the work and teacher. The team commits to:
 - ✓ Schedule and attend on-boarding session and subsequent project meetings to co-develop content, field trips, and experiment boxes;
 - ✓ Work with Outreach Team members to organize and implement learning activities.
 - ✓ Work with Outreach Team to provide feedback and assessment data to determine the program's effectiveness.

District Name: mjusd

Your Name: Penny Lauseng

Title: ASST. Supt. of Business Services

Signature: _____

Date: _____

Burdick & Co.

Name: Katie Burdick

Title: Project Manager

Signature: Katie Burdick

Date: 9/1/20



Date: 9/10/2020
Order Number: Q-296042
Revision: 1
Order Form Expiration Date: 12/9/2020

ORDER FORM

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Customer and Billing Address

Customer No.: 226630
Customer Name: Marysville Joint Unif Sch Dist
Billing Address: 1919 B St
Marysville, CA 95901-3798

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Comprehensive Library - Program License	60	9/10/2020	7/31/2021	11

Subtotal:	\$6,007.80
Estimated Tax:	\$0.00
Total US Funds:	\$6,007.80

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Order Notes

Marysville High School Credit Repair

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@Edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

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Business Services Department

Approval: YL

Date: 9-11-20



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This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Penny Lawson
Title: Asst. Spt. of Business Services
Date:



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Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Enrollment extensions are available: 2 Weeks - \$25. 4 Weeks - \$50.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.

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- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Memorandum of Understanding (MOU) between Parent and Marysville Joint Unified School District (District)

Reimbursement/Payment of In Lieu Transportation

Date: August 25, 2020

Per the Individual Education Plan (IEP) dated 9/14/2020, parent will be reimbursed for mileage to school.

The District agrees to provide mileage reimbursement for travel to and from school on days in which school is in session. Mileage reimbursement rate paid according to the IRS Standard rate. Currently .575 cents per mile.

Parent is the responsible party for transportation/safety and assumes all liability regarding the transportation of student to school.

Home address:
4112 Donald Drive
Olivehurst, CA. 95961

Student attendance will be verified monthly by the Student Services Office and parent will be reimbursed according to actual attendance of the child at a rate of:

49.2 miles to school and from school = 98.4 miles per school day x \$.575 = \$56.58 per day of attendance. Agreement is pending board approval/ratification and district acknowledges retroactive payment beginning with August 25, 2020.

Reimbursement will be processed by the District Business Office on a monthly basis and will be sent to the address listed above.

By signing below, parties acknowledge full acceptance of the terms of the terms above:

Parent Signature [Signature] Date 9/3/20 Business Services [Signature] 9-10-20
Approval _____ Date _____

Date of Board Approval: _____

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Business Services Department
Approval: [Signature]
Date: 9-10-20

Memorandum of Understanding
2020 - 2025
Designated Subjects Adult and Career Technical Education Credentials Program

This Memorandum of Understanding (MOU), is entered into this 23 day of Sept., 2020 by and between the San Diego County Superintendent of Schools, herein called the "County" and MARYSVILLE JOINT UNIONED herein called the "Contractor," who agrees to access the following services from the Superintendent.

SCOPE OF SERVICES

A. The County agrees to:

1. Act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing.
 - a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
4. Organize quarterly advisory meetings.
5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
6. Provide support and linkages to partnering Institution of Higher Educations (IHE).
7. Provide ongoing program improvement collaboration opportunities with IHEs, Districts, employers, and all relevant stakeholders.

B. The Contractor agrees to:

1. Provide supervisors (evaluative) who are:
 - a. Certificated and experienced in teaching.
 - b. Trained in supervision and support of beginning teachers.
 - c. Experienced in offering professional development opportunities.
 - d. Experienced in providing ongoing support to support providers and candidates.
 - e. Responsible for collaborating with the county program staff on selecting qualified mentors and completing all necessary paperwork.
2. Provide support provider (non-evaluative) mentors for each preliminary credential candidate (including substitute teachers) upon hire who are:
 - a. Program approved and meet minimum qualifications:
 - i. Hold a valid clear California teaching credential.
 - ii. Verify a minimum of three (3) years of classroom teaching experience.
 - iii. Verify recent work experience in an educational setting.
 - b. Trained in providing coaching and support to beginning teachers.
 - c. Assessed by new teacher candidates for their services.
 - d. Competent in providing complete, accurate and timely feedback to new teacher candidates throughout the period of the preliminary credential.

3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
4. Ensure candidates enroll in Early Program Orientation within the first 30-days of employment.
5. Identify one (1) contact person as liaison with the County.

TOBACCO – FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

NON-DISCRIMINATION

The San Diego County Office of Education does not discriminate on the basis of harassment, intimidation, bullying, sex, gender, or sexual orientation in its education programs or activities. Title IX of the Education Amendments of 1972, and certain other federal and state laws, prohibit discrimination on the basis of sex, gender, or sexual orientation in employment, and protects all people regardless of their gender or gender identity from sex discrimination, which includes sexual harassment and sexual violence.

PERIOD OF MOU AND RENEWAL TERMS

This MOU shall be effective from **July 1, 2020 until June 30, 2025** and is renewable by mutual written agreement.

CONTACT PERSONS

The contact person(s) for the County shall be:

Olivier Wong Ah Sun, Asst Superintendent HR
6401 Linda Vista Road, Room 406
San Diego, CA 92111-7319
Telephone: (858) 292-3589
Email: owong@sdcoe.net

Sheiveh Jones, Director,
Teacher Preparation and Support,
Designated Subjects
6401 Linda Vista Road, Room 103
San Diego, CA 92111-7319
Telephone: (858) 292-3556
Email: snjones@sdcoe.net

The Contractor for MJUSD shall be:

Name, Title: Ramiro G. Carreón
Address: 1919 B ST.
City, ST Zip: MARIYVILLE, CA 95901
Telephone: 530.749.6144
Email: rcarreon@mjusd.com

TERMINATION

This MOU may be terminated by either party by mutual agreement with thirty (30) days written notice.

OWNERSHIP OF DOCUMENTS OR WORK

Any documents are equally owned by the County and Contractor.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH THE LAW

The Contractor shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This MOU is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This MOU represents the entire agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed, such parties acting by their representative being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

CONTRACTOR

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Title

Date

Date

||



Consultant Contract Marysville Charter Academy for the Arts
CONTRACT SERVICES AGREEMENT
School Site-Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **September 23, 2020** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Richard Valentini** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 **TERM**: This Agreement shall have a term of **the 2020-21 school year** commencing from **September 23, 2020 – June 30, 2021**

1.3 **COMPENSATION**:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **EIGHT THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND ZERO CENTS (\$8,176.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION**: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of **eight hundred seventeen dollars and zero cents (\$817.00)**, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed

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and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise,

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unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants,

represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or

regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and sub-consultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or sub-consultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 FALSE CLAIMS ACT. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*

- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Richard Valentini
661 N. Lawrence Ave.
Yuba City, CA 95991

Phone: (530) 701-0945
Fax:
Email:

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Asst. Supt/Business Services
Phone: 749-6114
Fax: 742-0573

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

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

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Penny Lauseng

Contractor

By: **Richard Valentini**

Name: Richard Valentini

Title: 8/31/20

Exhibit A

Marysville Charter Academy for the Arts

Scope of Work

Consultant Contract for 2020-2021 School Year

Through academic tutoring, Rich Valentini will assist the site in promoting increased student achievement and success.

Onsite tutoring 4 hours per day, 2 days per week

Beginning: September 23, 2020

Concluding: June 30, 2021

Payment: Monthly payments of \$817.00 (\$8,176.00 averages over 10 months)

Service days: 50 service days must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement. An amount equal to a daily average shall be deducted from monthly total of \$817.00 for non-service days each month.

Service to include, but not limited to:

Student Tutoring
Site Outreach Student Support



BSN SPORTS REWARD PROGRAM
FOR
MARYSVILLE HIGH SCHOOL

BSN SPORTS is pleased to offer **MARYSVILLE HIGH SCHOOL** the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- | | |
|---------------------------------------|-----------------------|
| • Nike Apparel/Stock Uniforms | 40% off Retail Price |
| • Nike Footwear and Accessories | 30% off Retail Price |
| • BSN SPORTS Products | 15% off Catalog Price |
| • BSN SPORTS Catalog Branded Products | 8% off Catalog Price |

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN SPORTS from a manufacturer such as Wilson, Spalding, Rawlings, etc.

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

Decoration charges are not included in the above discounts.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop sales will be included in the Spending Level Totals.

Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances. Product Rebates are available after the requirements below are met.

Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing).

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BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



In addition to the rebates below, Nike will provide \$5,000 annually for 5 years at retail value for purchasing Nike uniforms exclusively.

Annual Spending Level Annual Rebate Amount:

\$50,000+

5% of annual spend in Nike or other branded apparel or BSN SPORTS equipment at catalog price.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded.

Any decoration or customization to rebate product is paid for by the Customer.

Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN SPORTS will be eligible for the Product Rebate.

All of Customer's accounts payable owing to BSN SPORTS must be paid within the payment terms provided by BSN SPORTS to receive Product Rebate.

Shipping: Customer will pay freight charges on all orders.

Term: The initial term of this BSN Rewards Program shall be for five (5) years (the "Initial Term") commencing on the date this BSN Rewards Program is signed by an authorized officer of both parties and ending on the fifth (5th) anniversary of such date. At the expiration of the Initial Term, this BSN Rewards Program will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year.

Service Plan:

Scheduled bi-weekly visits. Allows administration, coaches, and club leaders the opportunity to view samples, catalogs, and ask any questions regarding BSN Sports products and services.

Acknowledged and Agreed to:

MARYSVILLE HIGH SCHOOL

BSN SPORTS

Penny Lauseng-MJUSD
Asst. Supt of Business Services

Date

Vice President

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FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

3017 Douglas Blvd., Suite 300
Roseville, CA 95661
916-788-7246
www.dadavidson.com/ficm
D.A. Davidson & Co. member SIPC

August 28, 2020

Marysville Joint Unified School District
ATTN: Gary Cena, Superintendent
Penny Lauseng, Assistant Superintendent of Business Services
1919 B Street
Marysville, CA 95901

Re: Underwriter Engagement Letter for Marysville JUSD 2020 Refunding COPs

Dear Mr. Cena and Ms. Lauseng:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for Marysville Joint Unified School District (Yuba County, California) (the “District”) on the District’s proposed offering and issuance of its 2020 Refunding Certificates of Participation (the “Certificates”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Certificates are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The District hereby engages Davidson to serve as managing underwriter of the proposed offering and issuance of the Certificates, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Certificates
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Certificates are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies

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- Consult with counsel and other service providers with respect to the offering and the terms of the Certificates
- Inform the District of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Certificates
- Obtain CUSIP number(s) for the Certificates and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Certificates
- Perform such other usual and customary underwriting services as may be requested by the District

As underwriter, Davidson will not be required to purchase the Certificates except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Certificates.

2. No Advisory or Fiduciary Role. The District acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the District and Davidson and that Davidson has financial and other interests that may differ from those of the District; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the District and Davidson has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the District on other matters or transactions); (iii) the only obligations Davidson has to the District with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the District has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the District desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the District, the District should separately engage a municipal advisor to serve in that capacity.

In addition, the District acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The District further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

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3. Fees and Expenses. Davidson's proposed underwriting fee/spread is a not-to-exceed amount of 0.40% of the par amount of the Certificates issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Certificates and the public offering price stated on the cover of the final official statement. The District shall be responsible for costs of issuance of the Certificates, which means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale, and delivery of the Certificates, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, and any other cost, charge, or fee in connection with the original issuance and sale of the Certificates.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Certificates except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the District, the District agrees to compensate Davidson for the services provided and to reimburse Davidson for any out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The District agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the District for the services provided hereunder.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of California. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return this letter.

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Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.



Richard Han, Senior Vice President

Accepted this ____ day of _____, 2020

Marysville Joint Unified School District (Yuba County, California)

By: _____

Title: Asst. Supt. of Business Services



EXHIBIT A

August 28, 2020

Marysville Joint Unified School District
ATTN: Gary Cena, Superintendent
Penny Lauseng, Assistant Superintendent of Business Services
1919 B Street
Marysville, CA 95901

Re: Disclosures by D.A. Davidson & Co. as Underwriter pursuant to MSRB Rules G-17 and G-23
2020 Refunding Certificates of Participation

Dear Mr. Cena and Ms. Lauseng:

We are writing to provide you, as authorized representatives of Marysville Joint Unified School District (Yuba County, California) ("District"), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of its 2020 Refunding Certificates of Participation (the "Certificates").

The District has engaged D.A. Davidson & Co. ("we" or "Davidson") to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Certificates. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Certificates. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Certificates are priced following successful completion of the offering process.

1. Disclosures Concerning the Underwriter's Role, Compensation, Regulation and Educational Materials.

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase the Certificates with a view to distribution in an arm's-length commercial transaction with the District. The underwriter has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Certificates from the District at a fair and reasonable price, but must balance that duty with its duty to sell the Certificates to investors at prices that are fair and reasonable.

- (v) The underwriter will review the official statement for the Certificates in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹
- (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Certificates. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Certificates. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

2. Disclosures Concerning Additional Conflicts.

We have not identified any additional potential or actual material conflicts that require disclosure.

3. Disclosures Concerning Complex Municipal Securities Financing

Since Davidson has not recommended a "complex municipal securities financing" to the District, additional disclosures regarding the financing structure for the Certificates are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the District, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

4. Questions and Acknowledgment.

If you or any other District officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with the District's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the official statement.



SCHOOL BROADCAST PROGRAM

Business Services Department

Approval: Y.L.

Date: 9-11-20

"One-Time Fee" Pixellot Use Agreement (Install Included)

School: Marysville High School
Address: 12 East 18th Street
City, State, Zip: Marysville California 95901
County:

Effective Date:

9/27/20

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of Marysville High School ("School") in the NFHS Network School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) ("One-Time Fee"), PlayOn will provide School with access to TWO (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- Pixellot camera head
- Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- Cat6 ethernet cables to connect workstation to camera head and provide camera power ⁽¹⁾
- Pixellot automated production software for all supported sports; new sports are added as released
- Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- Protective cabinet for workstation, if needed
- Software upgrades (while the Agreement is in effect)
- Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

Yes

- Installation of the Pixellot Systems will be provided by PlayOn

(1) See *Installation of Pixellot Systems* in Terms and Conditions for additional information

Pricing for the Agreement:

Description	Price
One-time Fee	\$2,500
Extra Accessories (if applicable)	
TOTAL DUE	\$2,500

PlayOn provides the following additional software and services:

- A branded School video portal on www.nfhsnetwork.com
- PlayOn proprietary software (NFHS Network Console) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (Console) is waived as part of the Agreement.
- E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts:

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

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PIXELLot USE



Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

Practices. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School-produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines* (the "Guidelines"), a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

Data Privacy. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of



SCHOOL BROADCAST PROGRAM

Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline Internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (www.nfhsnetwork.com). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: Pixellot Venue Information, and Team-To-Venue Mapping.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in Exhibit C of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.



SCHOOL BROADCAST PROGRAM

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
8. **Revenue Sharing (Year 1-3).** Revenue sharing to School for online passes does not begin until Year 4 of Agreement (see one-time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, School will not receive any revenue share for content produced under this Agreement.
9. **Revenue Sharing (Year 4 and future years).** Starting in Year 4 of the Agreement, School will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost ("Annual Base Cost") and a price point ("Annual Price"), both set by PlayOn. Starting in Year 4, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

10. **Revenue Sharing Acceleration.** School has the option to pay a one-time fee of 1500.00 at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay 1500.00 to
accelerate revenue sharing:

YES	<input type="checkbox"/>
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NO	<input checked="" type="checkbox"/>
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11. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
12. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
13. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
14. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot System(s). School will facilitate PlayOn's access to School's game schedule on any such third-party platform.
15. **Marketing.** School agrees that PlayOn may market School's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
16. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
17. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no

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obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

18. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
19. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
20. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
21. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
22. **E-Verify.** PlayOn acknowledges that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
23. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
24. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
25. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
26. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
27. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]



SCHOOL BROADCAST PROGRAM

Complete the information below and fax entire document to 404.920.3199

Signed:

Date: 9/14/20

Mark Rothberg

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by School:

Signature:

Name:

Penny Lauseng,

Title:

Assistant Superintendent, Business Services

Email:

plauseng@mjusd.com

School:

Marysville Joint Unified School District

Primary Contact:

David Chiono

Email:

dchiono@mjusd.com

Mobile Number:

530-632-8230

Bookkeeper:

Pam Kenney

Email:

pkenney@mjusd.com

Phone Number:

530-741-6180 x 3140

IT/Network Contact:

Bryan Williams

Email:

bwilliams@mjusd.com

Phone Number:

530-749-6135

Shipping Address for Pixellot Systems:

☒ School Address

OR

☐ Different Address (write below)

Marysville High School

12 East 18th Street

Marysville California 95901

Subscription Revenue Check Made Out to:

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PIX SUB-ROT-INST



SCHOOL BROADCAST PROGRAM

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixelot venue (check all that apply). Please fill out for ALL Pixelot venues.

VENUE: War Memorial Stadium

	Varsity	JV	Soph	Fresh	Middle
Football	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Soccer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Soccer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
graduation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: Lesta Joubert Gymnasium

	Varsity	JV	Soph	Fresh	Middle
Boys Volleyball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Girls Volleyball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Girls Basketball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boys Basketball	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wrestling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: YES ☒



PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation?

YES



NO



Please fill out the information below for ALL venues where a Pixelot System will be installed.

	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Stadium	War Memorial Stadium	Outdoor	Select... Daktronics	Select... No
2	Main Basketball Gym	Lestajoubert Gymnasium	Indoor	Select... Daktronics	Select... Yes

[Agreement Continues on Next Page]



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

We highly recommend adding the VPU to a separate VLAN or a DMZ and assigning a static IP address.

Whitelist all *outbound* HTTP/S traffic to pixellot.tv

No inbound firewall rules are required. No services will ever connect directly to the host. However, to publish video and manage the server, we need these ports open for **outbound** traffic to all IPs:

Port #	Protocol	Purpose	Application
443	TCP+UDP	Remote Management/video streaming	https, agent
123	TCP	Clock synchronization	NTP-clock sync
2088	UDP	Video streaming backup	ZIXI broadcaster

****Port 123 TCP *and* 443 TCP must be open for a Pixellot unit to stream. 443 UDP *or* 2088 UDP must also be open, but it does not require both.**

The following ports are not required for a broadcast but are highly recommended for keeping Sportzcast equipment/software up to date.

Port #	Protocol	Purpose
1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support

DO NOT add any additional user accounts or change any user account settings

- DO NOT change the password
- DO NOT add the user to the school's domain
- *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*

DO NOT change firewall settings (or add additional firewall/antivirus software)

- *Antivirus software consumes CPU resources and can disrupt network traffic*

DO NOT make the computer inaccessible

- *Make sure you can access the machine if necessary*

DO NOT leave a monitor, keyboard, mouse, or any other external device plugged in

- *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*

DO NOT use the computer for anything unless specifically directed by NFHS Network Support

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.



EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

Hardware	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none">• Camera Head• Computer• Scoring Device (either Sportzcast or OCR Camera)• P2P System (if necessary)• Standard installation/ mounting accessories <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
Conduit	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none">▪ Gym ceiling infrastructure▪ Above drop ceilings▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
Lifts	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If Installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
Cabling	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
Miscellaneous	<p>NFHS Network will NOT perform the following:</p> <ul style="list-style-type: none">• Roof penetrations• Run cable through plenum spaces• Install a backboard for the Computer cabinet• Install power outlets• Install internet jacks• Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____

Marysville Joint Unified School District

Resolution 2020-21/07

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

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District held a public hearing on September 22, 2020, at 5:30 PM in order to comply with the requirements of *Education Code* Section 60119, which is on or before the 8th week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours; and

WHEREAS, the Board of Trustees provided at least a ten (10) day notice of the public hearing posted in at least three (3) public places within the district that stated the time, place, and purpose of the hearing; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that for the 2020-21 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

THE FOREGOING RESOLUTION was passed and adopted at its regular meeting of the Board of Trustees of the Marysville Joint Unified School District on September 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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**Marysville Joint Unified School District
Current Core Programs**

Reading/Language Arts/English Language Development TK-6

McGraw Hill, World of Wonders, ©2015, Gr. TK, 4/26/2016
McGraw Hill, Wonders, ©2015, Gr. K-6, 4/26/2016

Intervention: Reading/Language Arts/English Language Development K-6

McGraw Hill, Reading Wonderworks, ©2015, RSP Gr. K-6, 4/26/2016
McGraw Hill, FLEX, ©2015, SDC Gr. 3-5, 4/26/2016

Reading/Language Arts/English Language Development 7-8

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 7-8, 5/9/2017

Reading/Language Arts/English Language Development 9-12

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 9-12, 5/9/2017
Worth Publishers, Hollywood Goes to High School, (Film as Literature, English 12) ©2005, 6/23/2015

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

Voyager Sopris Learning, Language! Live, ©2018, 5/28/2019

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

Pearson, Inspire Literacy, iLit45, ©2018, 5/28/2019
Savvas (formerly known as Pearson), Inspire Literacy, iLit ELL, 6/16/2020

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

Bedford- St. Martin's, Literature & Composition, AP, ©2011, 6/23/2015
Bedford- St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, AP, ©2014, 7/28/2015
Bedford- St. Martin's, 50 Essays: A Portable Anthology, AP, ©2011, 9/10/2013

History/Social Science K-8

McGraw Hill, Impact California Social Studies, ©2019, Gr. K-5, 5/14/2019
Pearson Scott Foresman and Prentice Hall: California History-Social Science: myWorld Interactive, ©2019, Gr. 6-8, 5/22/2019

History/Social Science 9-12

World History: Pearson World History, The Modern World, ©2016, Gr. 9-12, 5/22/2018
US History: Pearson United States History, The Twentieth Century, ©2016, Gr. 9-12, 5/22/2018
Economics: Pearson Economics, Principles in Action, ©2016, Gr. 9-12, 5/22/2018
Civics: Pearson Magruder's American Government, ©2016, Gr. 9-12, 5/22/2018

Advanced Placement History/Social Science 9-12

Longman-Pearson, Government in America: People, Politics and Policy, 15th Edition AP Edition, ©2011, 2/3/2016
McGraw Hill, American History: Connecting with the Past- AP, 15th Edition, ©2015, 6/23/2015
McGraw Hill, The Science of Psychology, AP, ©2014, 6/23/2015
Prentice Hall, Government in America, People, Politics, and Policy, 5th Edition, AP, ©2006, 9/12/2006
Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

Mathematics K-8

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K-8, 5/27/2014

Mathematics 9-12

Addison Wesley, Pre-Calculus, 10/14/2003
Integrated Mathematics I, II, III: Big Ideas Learning, LLC, ©2016, 5/22/2018
Pearson Pre-calculus: Graphical, Numerical, Algebraic, Common Core, 9th edition, ©2015, 7/19/2016
Prentice Hall, Calculus, ©2003, 10/14/2003

Advanced Placement Mathematics 9-12

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

Science K-8

Savvas (formerly known as Pearson), California Elevate Science, ©2020, Gr. K-8, 6/16/2020

Science 9-12

Houghton Mifflin Harcourt, California Science Dimensions: The Living Earth, Gr. 9-12, ©2020, 6/16/2020
Houghton Mifflin Harcourt, California Science Dimensions: Chemistry in the Earth's Systems, Gr. 9-12, ©2020, 6/16/2020
Houghton Mifflin Harcourt, California Science Dimensions: Physics in the Universe, Gr. 9-12, ©2020, 6/16/2020
Addison Wesley, The Cosmic Perspective, Plus Mastering Astronomy with, eText 7th Edition, Dual Enrollment YC, Introduction to Astronomy, ©2013, 1/26/2016
Cengage Learning, Agriscience Fundamentals and Applications, 5th Edition, ©2009, 2/24/2015
Course Technology, 6th edition, New Perspectives HTML and CCS, Dual Enrollment YC, Computer Science, Begging Web Publishing, ©2011, 1/26/2016
Delmar-Cengage Learning, Managing Our Natural Resources, 5th Edition, ©2009, 9/9/2014
Delmar-Cengage Learning, Floriculture: Designing & Merchandising, ©2011, 2/24/2015
Delmar-Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, 5/10/2016
Holt, Rhinehart and Winston, Environmental Science, ©1996, 4/13/2004
Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/2006
Pearson Learning Solutions, Engineering, Dual Enrollment YC, Engineering 10, ©2013, 10/27/2015
Pearson, On Cooking: A Textbook of Culinary Fundamentals, 5th Edition, ©2015, 6/23/2015
Pearson, Technology Skills for Success, ©2014, 7/28/2015
Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015
Delmar-Cengage Learning, Soil Science & Management, 6th Edition, ©2014, 6/27/2017

Advanced Placement Science 9-12

Savvas (formerly Pearson) Environment the Science Behind the Stories, ©2021, 7/21/2020
Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry, 9th Edition, ©2014, 8/13/2013
Pearson, AP Edition, Campbell, Biology in Focus, AP, ©2014, 6/25/2013

World Language 9-12

EMC Publishing, Somos Asis 2, 3, and 4, ©1994, 5/13/2014, 5/17/1994
Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 5/13/2014, 6/23/2015
Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, 5/13/2014, 9/13/2016
Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/13/2014, 1/23/2018
Pearson, Abriendo Paso Temás y Lecturas/Gramática, ©2013/14, 1/23/2018

Advanced Placement Foreign Language 9-12

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

Electives 9-12

Delmar-Cengage Learning, Soil Science and Management, 6th Edition, ©2014, (CTE) 6/27/2017
Pearson Learning Solutions, Technology Skills for Success, Dual Enrollment YC, Computer Literacy, ©2014, 7/28/2015
Pearson, On Cooking, Dual Enrollment YC, Culinary Art I, Culinary Art 2, ©2015, 6/23/2017
Thompson, Introduction to Sports Medicine Taping and Bracing, ©2004, 10/22/2013
Thompson Delmar Learning, Introduction to Medical Terminology, 1st Edition, ©2004, 4/18/2014
Wadsworth Cengage Learning, Beginning Essentials Early Childhood Education, 2nd Edition, ©2013, 11/12/2013
Cengage Learning, Beginning Essentials in Early Childhood Education, 3rd Edition, ©2016, 9/24/2019
Evolve Publishing, Modern Dental Assisting, 12th Edition, ©2018, 6/16/2020
McGraw Hill, Theatrical Design and Production: An Introduction to Scene Design, ©2018, 5/26/2020
Broadway Press, The Backstage Handbook: An Illustrated Almanac of Technical Information, ©1994, 5/26/2020
Allworth Press, Technical Theater for Nontechnical People, 3rd Edition, ©2016, 6/26/2020
Delmar-Cengage Learning, The Art of Floral Design, ©2013, 7/17/2018

Health 7-8

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

Health 9-12

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for High School, ©2018, 11/14/2017
Globe Fearon Pearson Learning Group, Health, Pacemaker, ©2005, 3/12/2013
Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/1994
Pearson, Health: The Basics, 13th Edition, ©2018, 1/23/2018

Online Curriculum

Edmentum, 8/11/2020

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Learning Continuity and Attendance Plan Template (2020--21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lmgcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Marysville Joint Unified School District	Gary Cena Superintendent	gcena@mjUSD.com (530) 749-6102

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The history of the Marysville area is as rich as the history of its citizens. The history of Marysville goes back to the California Gold Rush. The gold rush that brought people in droves to the fertile agricultural lands of the North Valley epitomizes the rich cultural history of the people we now serve. Marysville Joint Unified School District (MJUSD), was founded in the late 1800s and unified in 1966. The district serves an area that runs 75 miles from north to south, serving approximately 10,000 students ranging from preschool through grade 12. The COVID-19 pandemic has highlighted the diverse needs of our student population. While this rich history exists, the community struggles financially, with limited industry to produce local jobs as well as rural areas where the internet is limited or non-existent. During COVID-19, the local economy has struggled, especially concerning school closures. Many local workers have jobs that do not support work-at-home environments, which lead to difficulty in providing at-home educational structures. Even with the obstacles listed, surveys reveal a shift from a 20% stakeholder preference for distance learning, to only four weeks later, an approximate 60% preference for distance learning. This increase is most likely attributed to the increase of COVID-19 numbers reported in the Yuba-Sutter area. Yuba County is currently on the California watch list and unable to physically open schools. As allowable, the district will seek waivers for in-person instruction to help mitigate the inequities created for special populations by the COVID-19 school closures.

Currently, MJUSD has 1,400 employees dedicated to the improvement of learning outcomes for all students. Nearly 485 teachers are in classrooms at various educational facilities, which include fourteen elementary schools, three intermediate schools, two comprehensive high schools, one dependent charter school, and two alternative schools. The teachers have worked diligently since March to pivot our educational practices and find ways to maintain and utilize classified staff to provide education during these difficult times. The district has

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minimized layoffs and preserved the school learning continuity in preparation to reopen in-person blended classroom learning and provide maximum services to our students. Twenty-two of the twenty-three schools are Title I sites and have a transient population with educational gaps. The district landscape is diverse; our valley schools range from 500 to 1,400 students per site, the foothill locations range from 36 to 200 students. There are currently six small foothill locations that are subject to limited availability of the internet for distance learning, which poses an additional issue with quality learning experiences that meet the requirements of Senate Bill 98. Both high schools are located in the valley but have hundreds of students that commute from the foothills by district bus, some students travel over an hour away to attend school. These students experience connectivity issues, along with residential poverty challenges.

Below is the student ethnic demographic of the district:

43.7% Hispanic
36.0% White
3.6% African-American
0.4% Filipino
9.1% Asian
2.4% Native American
0.4% Pacific Islander
3.4% Multi Racial/Ethnicity
0.8% Not Reported

MJUSD serves just over 2,200 English Learner students, and 1,028 students redesignated to fluent English proficient students. After English, the two primary languages are Spanish (25.15%) and Hmong (5%). Along with the inherent language challenges, we have a sizeable migratory farming population and a wave of newcomers, with little to no English skills. 15.4% of our community are students with disabilities. Each level of students with disabilities face learning challenges, but the Special Day Class, Autistic, and Non-Public School students encounter unique situations. Some services are not effectively delivered through the internet. The district needs the ability to bring students on campus to receive one-on-one services and to meet the specific needs of each student.

In the 2020-21 school year, the district has identified the following areas of focus to ensure learning continuity and student attendance during the current COVID-19 pandemic.

1. Health and Safety of students and staff
2. Student Connectivity
3. Community connection
4. Student curriculum and online resources
5. Technology needs
6. Training and Professional Development.
7. SEL curriculum
8. School communities of learning and service
9. Strengthening English Learner systems of support

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

The stakeholder involvement process at MJUSD continues to evolve. The use of technology and digital communication platforms, coupled with the strategic parent, community, and school-level meetings have garnished an increased amount of input.

September - November 2019

During this phase, the district's newly appointed upper-level management began by looking at data sources over a longitudinal timeframe of the past five years. The data identified a list of strengths and weaknesses. Based on this data, planning occurred at the executive cabinet and management levels. The initial norming of new district leadership created an outline of the priorities of the district. These priorities were ranked purely on perceived needs. This process was then continued with the District Advisory Committee (DAC) meeting on October 24, 2019. This meeting identified existing and new priorities. Stakeholders had the ability to rank the priorities based on their personal lens. Stakeholders participated in a desktop activity that invited new items not previously addressed and added to the selection process of new goals for the upcoming 2020-2023 Local Control Accountability Plan (LCAP). Data were aggregated and then emailed to stakeholders to consider for the next DAC meeting on February 20, 2019.

December 2019 - March 2020

During this phase of stakeholder involvement additional groups were involved in the process. English Learner parent LCAP groups, DAC, LCAP committee (consisting of representation from all employee groups, community and board members) were all consulted and input from these groups was synthesized and responded to by the superintendent. In addition to the group meetings the district began a campaign to help the community gain a deeper understanding of the LCAP and expose the process to the community, by closing the communication gap. The Educational Services Department created an informative ten-minute LCAP video. This video includes a simplified explanation of funding, budget, and the data needs and goals of the district. The video slideshow is narrated, and presented in English and Spanish. Attached to the video presentation is a qualtrics based survey. This survey includes a description of current expenditures and costs for each goal and allows the stakeholders to explain the value of each item. Each goal invites a stakeholder narrative response for each specific item. The end of the survey includes the opportunity for general feedback. The survey also includes questions to the stakeholders asking if they felt their input was taken, used and valued. This question was added for a litmus test to show stakeholders' feelings about the district and the feedback they offered. The English survey generated over 500 responses, all stakeholder groups were represented in the results. The Spanish survey

generated approximately 40 responses. The survey process was offered to English Learner parents and both the DAC and LCAP committees. Valuable feedback was gathered and reported back to stakeholders with the new LCAP goals.

April 2020 - July 2020

To facilitate and ensure student achievement, the district's priority is to focus on data and stakeholder input. In this final stage of input the district has conducted four surveys using the Qualtrics survey platform related to staff and families. These surveys were used to garner perceptions on distance learning, services offered by the district, and other areas related to the COVID-19 pandemic. Synthesis of the gathered information led to the revision and creation of five goals for MJUSD.

August 2020 - September 2020

1. Two board presentations regarding the reopening of schools which invited public comments that addressed the challenges faced by our stakeholders.
2. CARES Act funds survey of stakeholders and assimilation of feedback on the Learning Continuity and Attendance Plan (8-26) using Qualtrics platform.
3. Presentation of the initial plan through an informational video and open survey feedback in English and Spanish to allow access to all stakeholders to contribute to the process. The video and plan will be posted for one week prior to the public hearing at the first September school board meeting. Video and survey distributed by website, email and text notification.
4. Incorporation of final feedback from hearing before presenting the plan for adoption at the second board meeting in September.
5. Adopt plan by the Governing Board on September 22, 2020.

[A description of the options provided for remote participation in public meetings and public hearings.]

There are multiple methods to participate in the LCAP process, both pre and post COVID-19. Post Covid-19, the district has continued to adapt to the new feedback process. The process includes the following:

- Simple video presentations with feedback comments linked to the dedicated LCAP email account.
- Open Zoom meetings with pre-registration for public comment.
- Survey through Qualtrics that allows parents to contribute comments and concerns for their specific needs.
- Conversations with staff and surveys to gather feedback.
- Posting of LCAP plan to the web to gain input for a week before the public board hearing.
- Feedback collected through the LCAP email address.
- Public Board hearing to receive feedback.
- Final board adoption of the LCAP plan.

[A summary of the feedback provided by specific stakeholder groups.]

A complete summary of the data and disaggregated breakdown is available in the attached Qualtrics report. The summary of feedback illustrated that on average 90% of Stakeholders agree with the expenditures made. Open survey topics yielded insights into parent technology support, continued teacher training as well as showing a split in our stakeholder population about how and when to reopen schools.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

The Learning Continuity and Attendance Plan was greatly influenced by multiple factors based on feedback from stakeholders including labor and community groups. The greatest influence is stakeholder feedback. Structural changes addressed by the change to the Learning Continuity and Attendance Plan template were minor as stakeholders found value in the expenditures. . The district English Learner parent group emphasized the school-to-home connection, as well as the need for language classes for adults to aid in supporting their students in school. The district parent advisory group's main concerns include facility and social-emotional counseling services. The district-wide survey showed that our stakeholders greatly value the addition of counseling services, but desire to expand Career Technical Education and the Arts, such as music, in our schools.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

MJUSD has developed a plan that will allow movement through phases of distance learning to a traditional education based on the health and safety needs of the community as well as the learning needs of the students. Distance learning will be the base of student learning and teacher instruction, regardless of which phase the district is implementing. The main focus in preparation for the school year is towards technological adjustments that are required to support a hybrid learning model. The hybrid model assigns students to cohorts with distance learning three days a week. The hybrid model creates a paradigm that allows us to keep in-person and distance learners together as a school community. For the plan to meet social distancing guidelines, students are placed in cohorts to attend school two days a week, and distance learn three days a week. Until the return of traditional education, distance learning will remain a constant thread in the district's learning plan. Stakeholder input influenced and shaped the building of the cohort model, partnered with the results of surveys, conversations with staff and administrators, and current public health requirements. The creation of a Monday intervention collaboration time, as well as two consecutive teaching days per cohort, are the result of staff feedback. Creating an intervention time in the afternoon to address learning loss

was a request of stakeholders that contributed to the process. Currently, Yuba County is on the California watch list, and the district is mandated to start the school year distance learning. The district's reopening plan is a system that includes schedules and structures of learning that persist across transitions. After the examination of classroom sizes, staffing, and, with substantial consideration of community feedback, the two-day hybrid model with distance learning was the model of choice. The plan focuses on student achievement and mitigates learning loss during these unprecedented times.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
My-on student literacy addition to Renaissance	80,000	Yes
Passport addition to EMC	74,000	Yes
Illuminate student assessment and progress software	50,000	No

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

The district has developed a four-phase plan for reopening with students; the fourth phase returns the district to a non-distanced education. For the 2020-21 school year, the district expects to reach phase three. MJUSD recognizes the best manner for instruction is in-person. Distance instruction is a new source of teaching, but with training and support, it will be successful. As our system shifts to this pedagogical model, the primary concerns are addressing the digital curriculum and instruction side and maintaining community and student engagement. Students with structural systems and intrinsic motivation, qualities associated with independent learners will be a focus of resources and efforts along with the shifts of curriculum delivery. The district strives to implement a continuity of learning by practicing the following:

1. Keep its school communities together, which includes both students and staff.

2. Recognize the diverse COVID-19 needs of the community and serve students in all four phases with awareness for each school site's socio-cultural environment.
3. Train and support site staff the digital components that are aligned and coupled with our existing curriculum to maintain the same level of academic instruction.
4. Maintain the same schedule throughout each phase to ensure continuity to our families and their educational home environments.
5. Partner and support our students and parents to nurture a positive learning experience.
6. Reopening Plan that allows schools to reopen as confidence builds in health and safety protocols for families and staff.
7. Implement an intelligent remediation component to support and mitigate learning loss back to pre-COVID-19 learning levels.
8. Assure that our plan allows flexibility for families as we move between phases as directed by the county health official.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

The district recognizes supply chain logistics and continued distance learning. The process of acquiring technology began in March 2020. The district has increased Chromebook assets to 1:1. All students have access to a district-issued Chromebook with reserves available for replacement due to loss or damage and new students enrolled in the district. Each campus will maintain a reserve to support smooth transitions between the blended learning model phases. The district has some unique challenges that are not addressed by the state directives. Currently, the district has 750 hot spots available to low-income families through T-Mobile. Roughly 500 students do not have internet service possible to their homes in our upper foothills. The rural foothill locations pose difficulty in serving under a distance learning format. We continue to work with small local satellite services to attempt to bring connectivity to as many of these homes as possible. However, installation timelines make this a slow process for every family that accepts service. In the short term, we are also working with AT&T, Verizon, and two other local providers to map and connect as many families as possible. We are also addressing the lack of connectivity due to poverty in the rest of the district. For students experiencing internet difficulties, weekly updates to Chromebooks are available. Weekly updates will enable each student to remain current in the Google Classroom system. Due to Yuba County listed on the state's watch list, we cannot utilize the weekly visit to the school for instructional purposes, but this time allotment will allow an exchange of work between the teacher and student. Each foothill student has access to two thumb drives that will be updated with course work to enable the student to engage in distance learning without internet access.

Chromebooks are cost-effective, but lack drive space for teacher recorded videos and lessons. Once the satellite service gap is closed, the speed of the internet will remain an obstacle for the video-heavy curriculums. The thumb drives will allow teachers during collaboration time to record videos and resources to deliver to students every week. The thumb drives will be exchanged, sterilized, and returned weekly with new files to students. USB thumb drive replicators were acquired that allow the six foothill schools to replicate thumb drives for up to 39 students at a time. Thus, significantly reducing inefficiency and allowing teachers to focus on student learning needs. Connectivity is one of the most substantial issues faced by MJUSD for both socio-economic and geographical reasons.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Pupil Progress

Each core curriculum contains a digital component to support the teacher evaluation of student work based on standards-aligned progress and time spent on each task. District Chromebooks are supported by Go-Guardian software that allows staff to measure the academic time engagement for each course, allowing teachers to evaluate the student's needs and assists with intervention. The assessment and progress of each student will enable the district to maintain a solid partnership with the families and students to ensure engagement and understanding of the academic program. To further connect student engagement, the district is utilizing a single user sign-on system, Clever, for all academic curriculum and a unified parent portal grading system, AERIES. This single-user platform will allow parents to monitor student progress in real-time. The district also adopted a single user platform, Google sites/Classrooms, to create a uniform system that is simple for parents with students at multiple locations to understand. Hybrid and Distance learning schedules are the same; this will assure that the minimum synchronous academic minutes for students. Additional enrichment and intervention times are available, teachers and other school staff can assist students, or support family members to ensure academic progress. The system is monitored through (See pupil engagement and outreach)

Pupil Participation

The district recognizes the need to diversify the metrics associated with measuring student attendance and academic progress. This measurement will include time equivalents for production of work, attendance in live synchronous activities, and monitoring supplemental support time. For analysis of time participation, teachers will look at assigned workload and visible time on work completed for the provided digital curriculums through Go-Guardian and other platforms to assure a proper deliverance of paced standards. Daily attendance of each class and live synchronous check-in. Each week work related attendance and task completion will be updated by the teacher to reflect accurate attendance and participation. Consistent interaction will ensure the weekly role of the teacher reviewing and assuring the students have met the required minutes of assigned work. Percentages of student participation will assist the intervention and support process managed by school and district officials to ensure all students thrive and succeed. Continuing Professional Learning Communities (PLC) will support the essential standards of the core curriculum and will allow the delivery of educating our students.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The district offers a robust training program for teachers. After the conclusion of the 2019-2020 school year, the district provided two professional development days for teachers (12 hours) based around the conversion to unified platforms and provided assistance in the creation and adaptation of teaching to the Google platform. Training for district adopted curriculums digital components provided baseline training for staff. To address the varied levels of skills MJUSD Educational Services Department and Technology sifted through the wealth of resources to determine trainings provided by CTA and other external agencies providing training that would support the district teacher needs. The District offered nine more full professional development days in August, to provide a window for teachers to complete an

additional 12 hours of training. Training included all topics offered in June, as well as added curriculum training based on the newly adopted digital materials requested from our teachers through the local teacher's association.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

The district values academic communities and strives to keep working together. Throughout all four phases the teachers will work with all of site students. Students that choose to stay with the distance learning model regardless of the phase the district is operating, the student will remain with the teacher and cohort of peers in which they began the school year. This requires a shift in the delivery for teachers. Paraeducator roles will be similar in distance learning, they will now digitally support learning. Training will require a robust training program. Site administrative roles will move in distance learning from focusing on student behavior to student attendance.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

The district has added support systems to meet the unique needs of our students. First, an English Learner Program Specialist and four English Learner Development teachers have been hired to improve the intervention and support of our English Learner students. In addition, program five curriculum that could be effectively used to help us monitor engagement and student progress (LLIT) has been added to the curricular offerings. Full translation services are available and each site has parent liaisons to support teachers based on the prevalent second languages of our community (Spanish and Hmong).

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Chromebooks, portable devices, required technology additions	3,000,000	Yes
Hotspots and connectivity (t-Mobile)	200,000	Yes
Hotspots and connectivity (Other cellular)	300,000	Yes
Hotspots and connectivity (Satellite service providers)	250,000	Yes
K-8 science adoption for current and digital curriculum	1,000,000	No

Description	Total Funds	Contributing
Addition of Edmentum to Continuation/Alternative programs	30,000	No
9-12 science adoption for current and digital curriculum	250,000	No
Technology infrastructure (access points, servers)	500,000	No

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Much of the pupil learning loss plan is incorporated with how our distance learning program is structured. The important factors in remediation of learning loss are identifying where it occurred and developing a plan for filling the gaps. This problem is conflated in the fact that 60 -70% of district learners were already below standard prior to COVID 19. The first and most effective tool in the remediation of loss is the quality and qualifications/training of our district teaching staff. The addition of diagnostic programs such as Renaissance, Edmentum (exact path) and and My-on assist us in intervention.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Built into the strategies of the district teaching staff we have allotted specific time for intervention and remediation of learning loss into our schedule. On top of providing above the minimum academic minutes per grade, MJUSD has allotted an hour in the afternoon for teachers to work with the students that they have identified through district integrated assessment tools. Teachers will group students based on varied needs. Special populations such as English Learner and students with disabilities, as well as students with less than ideal home academic environments.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

By using longitudinal data from the newly added assessment tools, MJUSD students will be monitored for academic progress. Internal assessments through Illuminate, Edmentum (exact path), Renaissance, and standards based curriculum assessment will be monitored for progress. Anticipating overlap between students not making progress and those not engaging, district and site level interventions that are outlined in our re-engagement practices address working with students and families to assure the level of rigor required for independent learners to advance.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Lexia (K-2) reading literacy programming	57,000	Yes
Master schedule with dedicated learning loss intervention time each afternoon	0	Yes
ILIT(Internet based Literacy program 5 approve ELD intervention)	84,000	Yes
Edmentum exact(Math and ELA diagnostic and adaptive prescription remediation tool)	75,000	Yes

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

The district staff is committed to monitoring and supporting the mental health and social-emotional well-being of pupils and staff during the school year. Engagement and relationships are critical through all models of school reopening plans, and we acknowledge that each learning model can provide various challenges for students. The Counseling department will communicate with parents and teachers through district-wide telephone messages, emails, and texts on how to access resources from home. Counselors have developed social-emotional electronic "check-in" for students to gather data about students' needs and to drive intervention plans. Embedded in the schedule is a social-emotional

learning time that every student accesses daily. Weekly lessons on coping, resiliency, time management, study skills, and self-regulation have been developed and will be provided to classes weekly. To offer more tools for coping and problem-solving, teachers and counselors will play videos from “Toolbox” for students. Students who do not have access to technology will have access to a thumb drive that contains the resources for social-emotional learning. Secondary counselors have created virtual office times for student engagement and the opportunity for in-person check-in and postings of information and resources.

Various outreach and connection activities will be conducted by counselors, psychologists, and mental health clinicians to keep students motivated and engaged through virtual meetings. Through our partnership with community stakeholders, we will continue to attend bi-weekly multi-agency meetings to ensure students access the resources available to them.

Professional Development will include social-emotional curriculum training, suicide prevention training, as well as secondary trauma training for teachers. Counselors and school psychologists will also provide consultation to teachers regarding various opportunities they can keep students motivated and engaged in academic learning. Finally, the counseling department will invest in updating the social-emotional curriculum for K-12 students that can be accessed in person or virtually so students can engage in all models of instruction.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

How will the district conduct outreach to students and parents/guardians when students are not engaged or are absent?

- o Teachers will take attendance at the end of the day for elementary schools and every period in secondary schools. Teachers will only mark one of three attendance codes: A=Distance learning not engaged, or D=Tardy over 30 minutes. The other attendance codes would come from the attendance clerks/secretaries who are verifying the absence with the parent and teacher. Excused absences will NOT generate a SARB letter.
- o Before the start of school, 175 letters were sent to students on July 20, 2020, on SARB contracts from last year. This letter informed families of Distance Learning for the start of school and to contact their child's school or SARB office for help navigating through Distance Learning. (See attached)
- o School Messenger call to parents regarding absences on Mondays after teachers are able to rectify attendance for work completed.

o Phone call home, email or text message to parents or staff from school staff

o Attendance Clerk/secretary will give a list of absent students to support staff to call. Documentation in Aeries regarding contact.

o Attendance staff ONLY will change the absent code in Aeries.

o Attendance codes used in Aeries will allow us to separate the reasons why a student was not engaged, i.e., technical issues, illness, student refusing to work, etc.

The attendance codes will help us in determining which support staff will reach out to the family to get the student involved. Outreach may include the school nurse, school counselor, technology department, special education teacher, foster youth liaison, etc.

o Attendance staff will generate a list of students who can't be reached by phone, etc. due to wrong information in Aeries. ALL contacts on the list will receive a call first. If there is no contact, a home visit will be requested.

o A request for a home visit comes from the office staff. This list will include; child name, parent name, address, and the number of days missed. School administrators, School Resource Officers, Probation Officers, and District Attendance Office will make home visits. All home visits will be entered into Interventions in Aeries.

o SARB letters regarding Distance Learning are mailed to the parent's home after three unexcused absences.

o After six unexcused absences, a parent conference at the school site with a school administrator. A school site attendance contract will be signed at that time.

o After three more unexcused absences, the family is referred to SARB intervention.

ATTENDANCE CODEs USED BY TEACHERS:

- A=DLUNV-Distance Learning Not Engaged (Unsure why the student is not engaged. Unexcused)
- D=TARDY OVER 30 MINUTES UNEXCUSED
- T=UNEXCUSED TARDY UNDER 29 Minutes

ATTENDANCE CODES USED BY OFFICE STAFF ONLY TO CLEAR ABSENCES:

- G=DLEXC--Distance Learning Non-Engaged -Excused (any absence excused that WOULD NOT include technical issues or illness. They have their own codes).

- C=DLCUT--Student refusing to engage in Distance Learning (Unexcused absence)
- Q=DLTECH--Technical Issues (EXCUSED absence). After 10% of missed days on technical issues, students may have to use paper/pencil or a hotspot; otherwise, it turns to unexcused.
- Y=DLSICK--Student is too ill to log on (EXCUSED Absence) Will require a doctor's note after 10% of the total days missed.
- N=NOTE from Doctor that the student is too ill to engage in Distance Learning
- X= EXCUSED TARDY UNDER 29 Minutes

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Nutrition Services is providing meals at no cost to all students under the Community Eligibility Provision for the 2020/21 school year. Meals for students on the distance learning model will be served in a non-congregate, curb-side format. Meals for students on in-person instruction model will be served at school and meals to go for any days students will be distance learning at home in a cohort structure. Meals provided for Monday through Friday include breakfast, lunch, supper, and snacks. Additional supper and snack will be served on Friday for Saturday and Sunday.

Safety Measures & Staff Protocol:

- Plexiglass shields for serving areas will be installed.
- Staff will wear a face shield in addition to a facial covering where table-top protection is not possible.
- Employees will wear a face covering or face shield at all times.
- Employees are trained and must follow FDA Food Code and Department Standard Operating Procedure for handwashing.
- Employees must wear disposable gloves when handling food during preparation and serving tasks.
- Foodservice employees must follow the district's safety protocol for checking into the site upon arrival. Also, food service employees will be excluded from work if experiencing vomiting and diarrhea.
- Start and break times will be staggered to prevent close contact.

Menu:

- **Wrapped/package items:** housemade items will be placed in a container at serving time. Fruits and vegetables will be a mix of wrapped in house and purchased pre-portioned.
- **Offer vs. Serve:** students will have an opportunity to select items for their meal (i.e., milk may be declined; choice of fruit and vegetable).
- In a hybrid instructional delivery schedule, meals for the non-attendance days will be served at dismissal.
- Parents will need to pre-order meals via online Google Forms available on the MJUSD website for students who are enrolled in distance learning. There will be designated schools open for the parent to select which location to pick up meals.

Pick up locations: Edgewater Elementary, Kynoch Elementary, Lindhurst High, Foothill Intermediate, and Yuba Feather Elementary - Implement USDA waiver for parent (or designee) pick up without student in attendance.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
In-Person Instructional Offerings	Provide PPE in the form of masks, face shields, plexiglas partitions, isolation / health room, thermometers, posters.	250,000	No
In-Person Instructional Offerings	Sanitization chemicals, staffing and materials	500,000	No
School Nutrition	19-20 backfill and increased costs for 2020-2021	2,300,000	No
Distance Learning Program (Continuity of Instruction)	Professional Development for teachers related to distance learning (teachers)	750,000	No

Section	Description	Total Funds	Contributing
Distance Learning Program (Pupil Participation and Progress)	Ongoing Professional Development Series for teachers and paraeducators	100,000	Yes
Distance Learning Program (Continuity of Instruction)	Addition of Coordinator of Educational Innovation (Digital learning)	150,000	No
Distance Learning Program (Access to Devices and Connectivity)	Addition of two Computer tech 1 positions to support distance learning	300,000	No
Mental Health and Social and Emotional Well-Being	Retention of elementary counselors and curriculum	400,000	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
29.8%	10,781,093

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Being a district above 80% poverty and 20% English Learners, all of our strategies are based on best practice.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The district foster liaison, director of Student Discipline and Attendance, and the homeless liaison work diligently to assure that all of our students in these categories receive services. As a district approaching 90% of low-income students, the district's entire program focuses on intervention and support. English Learners has been a focus in the past year with the addition of English Learner Development teachers, an English Learner Program Specialist, and new adaptive program five curriculum (ILIT). The district has added four new English Learner instructors as well to support English Learner distance learning efforts and reclassification. Sites have parent liaisons and outreach staff to help facilitate English Learner, Foster, and Homeless programs to assure that both educational and social-emotional, life, and physical needs are supported. The Student Study Team process allows all stakeholders to involve themselves in creating wrap-around services to support the learners when deficiencies are detected. Our high percentage of low income students required us to make a large investment in personal devices to get our students 1:1 as well as by providing reliable internet services to access the provided educational program for MJUSD.

Learning Continuity and Attendance Plan (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Marysville Charter Academy for the Arts	Tim Malone Principal	tmalone@mjud.k12.ca.us 5307496156

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The Marysville Charter Academy for the Arts (MCAA) is a seventh through twelfth-grade site-based school, currently in its twenty-first year of operation. MCAA's primary Mission (Achieving Excellence through Collaboration and the Arts) is to integrate the creative arts throughout the core curriculum. The Academy accomplishes this mission by providing students with a college-preparatory curriculum that is infused with artistic themes and activities. In addition, students are offered specialized performing and visual arts classes in music, dance, drama, painting, drawing, writing, and multimedia. The school's charter is sanctioned and regulated by the Marysville Joint Unified School District (MJUSD). The Academy enjoys a close relationship with MJUSD, functioning for all intents and purposes as a school within the district. The Board of Trustees for the MJUSD act as the governing board for the MCAA.

The Marysville Charter Academy for the Arts (MCAA) is located in downtown Marysville, a rural, northern California borough, with a population of just over 10,000 inhabitants. The Academy's classrooms are located primarily on a landscaped campus built-in 2008 as a temporary facility for MCAA near Marysville High School and the central offices for the Marysville Joint Unified School District. MCAA also uses one classroom on the Marysville High campus and two more at the nearby Marysville Youth and Community Center. The Academy serves students living in Marysville, Yuba City, and throughout Yuba, Sutter, and Colusa counties. In its first twenty years of existence, the Academy has established a strong record of high academic standards, distinction in college-preparatory education, and excellence in artistic performance.

During COVID-19, the local economy has struggled, especially concerning school closures. Many local workers have jobs that do not support work-at-home environments, which has led to difficulty in providing at-home educational structures. Even with these obstacles, districtwide surveys reveal a shift from the original 20% preference for distance learning to four weeks later, approximately 60% prefer distance learning, most likely attributed to the increase in COVID-19 case numbers in the Yuba-Sutter area.

Since Yuba County is currently on the state's COVID-19 "Watch List", in accordance with Governor Gavin Newsom's July 17th Order, all Marysville Charter Academy for the Arts (MCAA) students began school on Wednesday, August 12th, through Distance Learning and will not

reopen for in-person learning until at least 14 days after Yuba County is removed from the state's "Watch List". Based on Yuba Sutter Health Orders, schools in the Yuba Sutter area are considered high-risk businesses that should remain closed until further notice.

MCAA teachers have worked diligently since March to pivot educational practices and utilize all staff effectively to provide education during these difficult times. In the 2020-21 school year, MCAA has identified the following areas of focus to ensure learning continuity and student attendance during the current COVID-19 pandemic:

1. Student Internet Connectivity
2. Student Curriculum and Online Resources
3. Technology needs
4. Training and Professional Development
5. Health and Safety of students and staff
6. SEL Curriculum
7. School Communities of Learning and Service
8. Community Connection
9. Strengthening EL systems of support

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

Regularly scheduled meetings with the MCAA School Site Council and MCAA Leadership Team through March provided analysis and input on progress towards meeting the LCAP goals. Beginning in April, MCAA began Zoom meetings with the Leadership Team and MCAA staff. MCAA administration also began utilizing stakeholder data gathered by MJUSD, which included MCAA parents and staff members. More than 500 Marysville Joint Unified School District (MJUSD) parent survey and written responses were collected and analyzed. These surveys were used to garner not just perceptions on distance learning, but on multiple areas related to the COVID-19 pandemic and how MCAA will offer services. Also, input from all MCAA and MJUSD teachers via surveys, meetings, and written responses was gathered. Multiple sessions with other MJUSD principals and directors provided planning information. Two MJUSD School Board presentations in Zoom format were utilized to plan and provide public input. The MCAA principal conducted a Zoom meeting with the School Site Council to review and approve this plan and its goals.

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[A description of the options provided for remote participation in public meetings and public hearings.]

Information is provided on each MJUSD board meeting agenda that allows anyone to participate via teleconference by phone and Zoom meeting format. The meetings are also live streamed on YouTube for anyone wanting to simply view the meeting. The YouTube live stream address is posted on each meeting Agenda.

[A summary of the feedback provided by specific stakeholder groups.]

Parents, Students, and Staff Members:

Provide in-person instruction to the extent possible while keeping students and staff safe following federal, state, and local guidelines. Our goal is to provide parents and students with a range of instructional program options that will equitably and appropriately meet the needs of all families during this unprecedented pandemic. Students need to be connected to the school and their teachers no matter what instructional models are currently implemented. Bring students back five days a week as soon as possible, while respecting current COVID-19 health and safety guidelines.

Three phases of instruction are needed from the lowest risk to higher risk models. Distance Learning (lowest risk): Virtual learning with limited designated time on campus. Blended Learning (more risk): Some time on campus and shortened days. Full Time in School (highest risk): five full days on campus. The phases are designed to work in conjunction with each other in a seamless fashion.

Staff Members: Allow teachers to work on campus, at home, or a combination during the Distance Learning Phase.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Parents: Regardless of the instructional model any of our schools are in at a given point in time, parents will, to the extent allowed by law, have the opportunity to select distance learning for their child. Based on the May 2020 parent surveys, we anticipate that up to 20% of families may choose distance learning during the 2020-2021 school year, even when in-person instruction resumes. Upon request, parents will have the ability to transition their students back into the in-person instruction from distance learning.

Staff Members: Allow teachers to work on campus or at home or a combination during the Distance Learning Phase.

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Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

As soon as at least 14 days after Yuba County is removed from the state's COVID-19 "Watch List," MCAA will reopen for in-person learning. Each student (not engaged in distance learning) will be assigned a learning cohort and attend physical school 2 days a week. The Blended Learning Model will include the following elements:

- -school will be on a shortened day schedule while maintaining minimum daily instructional minutes.
- -Social-Emotional Check-in for students will be available (SEL Check-in)
- -Teachers will be available on Mondays for appointments to provide intervention to meet specific needs of students and specific student populations (i.e., students who have experienced significant learning loss, Special Education, and English Learners).
- -Teachers will work with distance learning students on Mondays and every afternoon after students leave for the day.

In addition, any student participating in distance learning only, subject to state laws and regulations, will be accountable for attendance, grades, and academic progress. This will be required to promote participation and will need us to keep a strong focus on equity, and intervention for our special populations. In this model, students and teachers may interact in a variety of ways.

- -Teachers may record and broadcast lessons.
- -Teachers may call in small groups of students to work with, as needed, during the Monday appointment time.
- -Parents may come in with students to get help support their students.
- -Students will generally be paced together, allowing for an easier transition back to the classroom for full-time school.
- -The school will accentuate program elements that draw students to school (CTE, Music, Arts).
- -The school will provide possible supervision locations for study centers for the most vulnerable students.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
MCAA needs to maintain a 1:1 ratio for Chromebooks for students. New Chromebooks need to be purchased to replace older models.	9,100	Yes
Replace outdated computers and software in Graphic Arts classes.	21,000	No
Fund musical instrument repair, maintenance, tuning, and purchase.	5,000	Yes

Description	Total Funds	Contributing
Continue to support the implementation of the science curriculum by purchasing adopted materials and online support.	63,069	No
Maintain a portion of the full time mathematics teacher hired to reduce class sizes and serve socio-economically disadvantaged students.	16,000	Yes
Purchase replacement classroom desktop computers and printers.	8,700	No

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Any student participating in distance learning only, subject to state laws and regulations, will be accountable for attendance, grades, and academic progress. This accountability will be required to promote participation and will need us to keep a strong focus on equity, and intervention for our special populations. In this model, students and teachers may interact in a variety of ways.

- -Teachers may record and broadcast lessons.
- -Teachers may call in small groups to work with students as needed during the Monday appointment time.
- -Parents may come in with students to get help to support their students.
- -Students will generally be paced together, allowing for an easier transition back to the classroom for a full-time school.
- -The school will accentuate program elements that draw students to school (CTE, Music, Arts).
- -The school will provide possible supervision locations for study centers for the most vulnerable students.

Reopening Plans:

- -Students will be assigned to fixed learning cohorts (same groups of students) to create smaller classes.
- -school will be on a shortened day schedule, while maintaining minimum daily instructional minutes.

- -Teachers will be available on Mondays by appointment to provide intervention to meet specific needs of students and specific student populations (e.g., English Learners, Homeless, and Foster).
- -Teachers will work with Distance Learning students on Mondays and every afternoon after students leave for the day.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

MCAA has a 1:1 ratio of Chromebooks to students. However, internet connectivity or access may be a challenge in some locations, in particular in the hill communities. Currently, we have 30 active hotspots for distribution to help cover our anticipated needs. We will continue to work with our internet and data providers to find ways to bridge the gaps that may still exist. As we move forward, students will be offered both digital and print options.

For the core subjects English Language Arts, Mathematics, 3-Course Model Science, and History-Social Science, MCAA has online access, as well as print materials for all students. These programs will be available on an accessible platform for students to navigate. Our technology team will be available to help support the needs of families with Chromebooks and accessibility to the programs. MCAA uses Single Sign On (SSO) to negate the need for multiple passwords for students.

Each classroom has a Google page/website where all assignments and lessons reside. This serves as a launch point for the online curriculum programs as well. Parents are able to engage, monitor, and support their student(s). Utilizing Google classroom and Aeries communication, parents and teachers are in regular contact. No matter what phase of the instructional model we are in, this platform is used to promote a seamless transition between instructional models in the event, it becomes necessary.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Pupil Progress

Each core curriculum contains a digital component to support the teacher evaluation of standards-aligned progress and time spent on each task. District Chromebooks are supported by Go-Guardian software that allows staff to measure the academic time engagement for each course. This also allows teachers to evaluate the student's needs and assists with intervention. The assessment and progress of each student will enable the school to maintain a solid partnership with the families and students to ensure engagement and understanding of the academic program. To further connect student engagement, the school is using a single user sign-on system, Clever, for all academic curriculum and a unified parent portal grading system, Aeries. This allows parents to monitor student progress in real time. The school also adopted a single user platform, Google sites/Classrooms, to create a uniform system that is simple for parents with students at multiple district school sites to understand. Hybrid and Distance learning schedules are the same. This assures the minimum synchronous academic minutes for students are sustained. Additional enrichment and intervention times are available so teachers and other school staff can assist students, or support family members to ensure academic progress.

Pupil Participation

During Distance Learning, students at MCAA, grades 7-12 will have 240 minutes of instructional time with teachers each day with an additional 60 minutes of optional teacher directed intervention and support. Students will need to complete the equivalent of 240 minutes of pupil work and participation in instructional time to earn daily attendance.

The school recognizes the need to diversify the metrics associated with measuring student attendance and academic progress. This measurement will include time equivalents for production of work, attendance in live synchronous activities, and monitoring supplemental support time. For measurement of time participation, teachers will look at assigned workload, and visible time on work completed for the digital curriculums provided through Go-Guardian or other platforms that are offered to assure a proper deliverance of paced standards. Daily attendance of each class and live synchronous check-in will be implemented. Each week work related attendance and task completion will be updated by the teacher to reflect accurate attendance and participation. This will ensure the weekly role of the teacher reviewing and assuring the students have met the required minutes of assigned work. Percentages of student participation will assist the intervention and support process managed by the school to ensure all students thrive and succeed. Continuing Professional Learning Communities (PLCs) will support the essential standards of the core curriculum and will allow the delivery of educating our students.

Unless California Department of Education directs otherwise, all state assessments will be administered this school year. MJUSD will work on administering the assessments while following all applicable health and safety guidelines.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Staff Training:

MJUSD offers a robust training program for MCAA teachers. At the conclusion of the 2019-20 school year, the district provided two professional development days for teachers (12 hours) based around the conversion to unified platforms and provided assistance in the creation and adaptation of teaching to the Google platform. Training for the district adopted curriculum's digital components provided baseline training for staff. To address the varied levels of skills, MJUSD Educational Services and Technology departments sifted through the wealth of resources to determine trainings provided by CTA and other external agencies providing training that would support the district's teacher needs. The district offered nine more full professional development opportunities in August to provide a window for teachers to complete an additional 12 hours of training. Training included all topics offered in June, as well as added curriculum training based on the newly adopted digital materials requested from our teachers through the local teachers' association.

- -All MJUSD professional development training and staff meetings will be conducted virtually or social distancing will be maintained.
- -Each staff member is required to complete the COVID-19 Safety Training available through Keenan Safe Schools. The two courses required are How to Protect Yourself and Others and How to Clean and Disinfect Your School.

Teacher Resources:

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- - Linked documents

CDE - NEW COVID-19 Guidance for K-12 Schools

Google - A temporary hub of information and tools to help teachers during the coronavirus (COVID-19) crisis.

Google - Explore distance Learning resources for schools affected by Covid-19

- -How to Videos

Google Voice

Finding Student Resources on School Website (also under the "Parents" pull down menu under "Parent Resources)

Sharing Google Docs outside the MJUSD domain

Logging into Google Classroom

Student login to Google Classroom from home

Getting Started with Google Classroom

Add students and guardians to Google Classroom

Join a Zoom Meeting (Click Join from your browser link if the app won't open)

Host a Zoom Meeting

Host a Google Meet (If you do not like Zoom or Zoom is not working)

- -Helpful Links

Retrieving Student Google Account Information from Aeries Portal

Learn From Home Resources

20 Steps Getting Started in Google Classroom

Parents' Guide to Google Classroom (also under the "Parents" pull down menu under "Parent Resources")

Tips for Enabling Distance Learning through G Suite & Chrome

Distance Teaching - Online Google Classes

Everything you need to get started on Google Sites

Technical Support is available from the MJUSD Technology Department Monday-Friday.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Administration and office staff will be responsible for implementing safe arrival and departure of students, staff, and parents at the school site. School custodial staff will be responsible for additional cleaning and disinfection of school grounds. Teachers will be responsible for correct social distancing, mask wearing, and proper hygiene by students in classroom settings.

Students may choose to stay with the distance learning model regardless of the phase in which the school is operating. In all cases, the student will remain with the teacher and cohort of peers in which they began the school year. This requires a shift in delivery for teachers. Paraeducator roles will be similar in distance learning. They will now digitally support learning. Site administrative roles will shift during distance learning from focusing on student behavior to student attendance.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

MCAA will ensure students with disabilities, and other special populations, are fully integrated into every aspect of preparation and participation in the District's 2020-2021 Pandemic Plan. The needs of all students will be addressed and the decisions made by the IEP and 504 teams will benefit all students, staff, and families. Specifically, regarding planning for students who are medically fragile and/or immunocompromised, MCAA will build in flexibility to keep students connected and included in the class and school community regardless of how much physical time they are able to attend school. MCAA will ensure the ability to quickly pivot to virtual class attendance in order to retain some regular connection to teachers and parents in the event a student is unable to physically attend school. In order to ensure a Free and Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act, MCAA will work with each family and student to determine how to meet each student's individual educational needs within the context of any instructional model required by the COVID-19 emergency. MCAA will use the IEP process to plan for the traditional school year and will include an emergency circumstances plan to address the potential for immediate or future school site closures.

English Learners

MCAA continues its goal that English Language Learners (ELL) acquire fluent English proficiency as rapidly and effectively as possible. Our ELL students will need to be monitored closely to ensure that they are making growth and achieving the same grade-level academic standards that are expected of all students. With that in mind, the following resources are available to all English Language Learners during all instructional models:

- -Students in grades 7-12 will access iLit digitally for designated ELD time.
- -Full translation services are available at the school site.

MJUSD also has a district level ELD Teacher on Special Assignment who will also be available to

support MCAA teachers in monitoring the progress of our ELL students during all phases of instructional models. This will include activities such as the following:

- -Reviewing English Language Proficiency Assessments for California data.
- -Reviewing grades and progress towards standards.
- -Provide professional development to teachers in supporting the needs of EL students.

MCAA will strive to continue to ensure meaningful communication with parents of English Language Learners in a language they understand and to adequately notify parents of the same information about any program, service, or activity that is shared with all parents.

Initial/Summative ELPAC will be administered to each student requiring an assessment. Initial ELPAC is administered throughout the school year and Summative ELPAC is administered between February 1st to May 31st. Arrangements will be made for in-person testing as required.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase document scanners so that teachers can enhance distance learning presentations.	1,275	Yes
Purchase laptop computers for teachers.	6,290	Yes
Provide extra tutoring help for struggling students in math including foster youth, EL learners, Redesignated Fully English Proficient, and low income students.	4,000	Yes
MCAA needs to maintain a 1:1 ratio for Chromebooks for students. New Chromebooks need to be purchased to replace older models.	9,100	Yes

Description	Total Funds	Contributing
Spanish 3 and 4 online license.	1,181	Yes
AP Environmental Science online license.	3,348	Yes

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Program offerings have begun online for the 2020-2021 school year, with the understanding that this year will have distancing measures and distance learning incorporated into returning our students to classrooms as much as possible given public health requirements. This goal is challenging for MCAA in several ways. First high levels of poverty and our rural foothills make internet connectivity an issue. Knowing that the challenges associated with poverty have already created learning loss that we as school combat, we are concerned this will further deepen the rift. Our teachers build relationships to leverage resistant learners into growth. Distance learning requires this relationship but amplifies the difficulty of creating it at a distance. This is also true for Foster, EL, and Special Education students. To combat this, MCAA, with the district's help, has made and continues to make the following changes, regardless of what model of learning we can provide this year.

1. Added hot spots and covered unlimited internet on these devices to offset populations in need.
2. Checked out over 250 Chromebooks to begin the school year.
3. Have moved chromebooks to a 1:1 ratio so all 390 MCAA students can have a school-issued Chromebook this year and have started acquiring more to create school sets for check out when devices are forgotten.
4. Maintained counseling and mental health workers for students and set up virtual sessions and availability.
5. Supporting programs that connect students to school and finding scheduling ways to have students on campus to assure essential workforce skills (2021-2022: CTE, Arts, Music, PE)
6. Individualized distance learning plans were created for all of our special education students.
7. Translations and frequent surveys of our staff and student/family populations.
8. Completed paper-based and online digital platforms for families and students. Continued construction of online academic programs and streamlining the process through Google suite for the 2020-2021 school year.

9. English/Language Arts, Mathematics, and ELD teachers will use initial assessments to measure 2019-20 learning loss and continue with regular formative and summative assessments to measure the progress of instruction and intervention actions.
10. All MCAA teachers will do regular formal and informal formative and summative assessments to measure the progress of instruction and intervention actions.
11. All MCAA teachers will utilize their subject area Professional Learning Communities (PLCs), to analyze assessment data and develop appropriate instruction and intervention actions.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Specific allotted time for intervention and remediation of learning loss is built into the schedule. On top of providing the minimum academic minutes, MCAA has allotted an hour in the afternoon for teachers to work with students they have identified through district integrated assessment tools. Teachers will group students based on varied needs, such as EL and SPED, as well as students with less than ideal home academic environments.

Distance learning in MCAA has had to take a different approach than much of the state. While the difficulties of online instruction are great for students in low SES households for a myriad of social and technology reasons, the inability to reach all of our foothill homes with internet services poses a different set of problems. To this end we are mirroring our digital systems with a paper based solution as well. In specific on the digital front MCAA:

1. Checked out over 250 Chromebooks to begin school year in 2020-2021
2. All 390 MCAA students can have a Chromebook in 2020-2021. This allows for better tracking and intervention through our addition of Go Guardian time and device management system.
3. For 2020-2021 moved to a single user platform of Google sites and Google classroom in order to simplify the process for families and students and create an easier support platform for our technology department.
4. Activated and streamlined our Clever login system in order to make a one stop shop for all school curriculums that will be linked to each teachers site.
5. Utilized beginning of year professional development time to develop the teacher sites and skill in distance education issues pertaining to: technology, pedagogy, best practices for different special populations, articulation to plan for learning loss entering 2020-2021.
6. Developed full distance learning resource sites for parents and staff.
7. The district implemented Qualtrics survey platform in order to continually get response and feedback from our stakeholders.
8. Assured all school curriculums have viable online components and that staff was trained.
9. Added some digital components to existing curriculum, as well as adopting science curriculum K-12 with a digital component for teachers to utilize.

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The difficulties in transitioning these services to English Learners, foster youth, low-income, pupils with exceptional needs, and pupils experiencing homelessness are at the top of the priority list for MCAA. The difficulty of offering these services with limited contact time is a challenge. To meet this equity challenge MCAA will take these additional actions:

English Learners

1. Will be using the added services of a district ELD program specialist who will be coordinating student services as well as teacher training and adherence to ELD program standards.
2. Added ILit program 5 resource and diagnostics for our ELD students and will be taking advantage of the district's new training regime to train all ELD teachers.
3. For the 2020-2021 school year, substitutes will be used to pull out and train all teachers that serve EL students in the school, facilitated by a new district EL program specialist.

Foster Students and Pupils experiencing homelessness

1. Priority transportation and class placement to assure maximized on site contact time for foster and homeless students.
2. Continue all current foster and homeless services through the district.
3. Addition of Mental Health grants and staffing to meet social emotional needs.

Low-income Students

1. Addition of technology devices and hot spots.
2. Site training and opportunities for families to become more involved in learning how to work with their students through created family resources.
3. Increased family outreach through Student Welfare and Attendance office for 2020-2021 school year.
5. Internal trainings through Welfare and Attendance to address issues of race, gender and inclusion.

Pupils with exceptional needs

In order to ensure a Free and Appropriate Public Education (FAPE) under the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act, MCAA will work with each family and student to determine how to meet each student's individual educational needs within the context of any instructional model required by the COVID-19 emergency. MJUSD will use the IEP process to plan for the traditional school year and will include an emergency circumstances plan to address the potential for immediate or future school site closures.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

All initial and on going formal and informal formative and summative assessment data will be disaggregated and analyzed by MCAA teachers in their subject area Professional Learning Communities. This disaggregation and analysis will continue in the PLCs to measure the effectiveness of instructional and intervention actions throughout the 2020-21 school year.

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By using longitudinal data from the newly added assessment tools, MCAA students will be monitored for academic progress. Internal assessments through Illuminate and standards based curriculum assessment will be monitored for progress. Anticipating overlap between students not making progress and those not engaging, district and site level interventions that are outlined in our re-engagement practices address working with students and families to assure the level of rigor required for independent learners to advance.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Provide professional development for teachers in order to deepen educator knowledge of effective instructional strategies and PLC training.	3,500	Yes
Continue to support the implementation of Common Core instruction through materials and equipment	10,000	Yes
Master Schedule with dedicated learning loss intervention time each afternoon.	0	Yes
ILIT(Internet based Literacy program) to improve ELD intervention	1,000	Yes
Illuminate for grouping students for intervention and support.	0	Yes
Provide additional musical instruments for home use and arts supplies.	20,000	Yes
Purchase more cameras and associated equipment for student use at home.	12,000	Yes
Provide extra tutoring help for students in math for EL, foster youth, and low income students.	4,000	Yes

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Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

MCAA and MJUSD will use a wide variety of actions to monitor and support mental health and social and emotional well-being of pupils and staff during the school year including but not limited to:

- -Social-Emotional check-in and learning is embedded in the daily schedule for all students for all class meetings.
- -Teachers may call in small groups to work with students as needed during each afternoon and the Monday appointment time.
- -Students will be grouped together allowing for an easier transition back to the classroom for a full-time school.
- -The school will accentuate program elements that draw students to school (CTE, Music, Arts).
- -Weekly lessons on coping, resiliency, time management, study skills, and self-regulation have been developed and will be provided to classes weekly.
- -Teachers and the counselor can play videos from the "Toolbox" for students to offer more tools for coping and problem-solving.
- -School staff will do welfare checks, phone calls or physical visits, for students who are absent from class meetings.
- -The school counselor has created virtual office times for student engagement and the opportunity for in-person checking and posting of information and resources.
- -All MJUSD professional development training and MCAA staff meetings will be conducted virtually or social distancing will be maintained.
- -Professional development will include social-emotional curriculum training, suicide prevention training, as well as trauma training for teachers.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

MCAA teachers will document daily participation for each student on each school day, in whole or part, for which distance learning is provided. Daily participation may include but is not limited to, evidence of the involvement in online activities, completion of regular

assignments, completion of assessments, and contacts between employees of the school and students or parents/guardians. A student who does not participate in distance learning on a school day shall be documented as absent in Aeries for that school day.

A student who does not participate in distance learning shall be deemed absent by the school. The school shall use documentation of the absence for purposes of reporting chronic absenteeism rates in its local control and accountability plan. MCAA will follow the tiered re-engagement strategies for all MJUSD pupils who are absent from distance learning more than three (3) school days or 60% of the instructional days in a school week. These procedures will require school site administrators or classified staff to contact the pupil's parents or guardians according to the requirements of Education Code Sections 43504(f).

Tiered Re-engagement Strategies:

- Teachers will take attendance for every period. Teachers will mark only ONE code: A=Distance learning not engaged. The other codes would come from the attendance secretary, who is verifying the absence with the parent and teacher. Excused absences will NOT generate a SARB letter.
- School Messenger call to parents regarding the absence
- Phone call home from the school staff
- Attendance secretary will give a list of absent students to support staff in order to call. Documentation in Aeries regarding contact.
- Attendance secretary ONLY will change absent code in Aeries
- Attendance codes used in Aeries will allow us to separate the reasons why a student was not engaged, i.e., technical issues, illness. The attendance codes will help us in determining which support staff will reach out to the family to get the student involved. Outreach may include the school nurse, technology department, special education teacher, foster youth liaison, etc.
- Attendance secretary will generate a list of students who can't be reached by phone, etc. due to wrong information in Aeries. All contacts on the list will receive a call first. If there is no contact, a home visit will be requested.
- A request for a home visit comes from the office staff. The list will include: child name, parent name, address, and the number of days missed. School administrators, School Resource Officers, and District Attendance Office will make home visits.
- SARB letters regarding Distance Learning are mailed to the parent home after three unexcused absences. After six unexcused absences, a parent conference is held at the school site with a school administrator. A school site attendance contract will be signed at that time.
- After three more unexcused absences, the family is referred to SARB intervention.

ATTENDANCE CODE USED BY TEACHERS:

- A=DLUNV-Distance Learning Not Engaged (Unsure why the student is not engaged, Unexcused)
- D=TARDY OVER 30 MINUTES UNEXCUSED

ATTENDANCE CODES USED BY OFFICE STAFF ONLY TO CLEAR ABSENCES:

- G=DLEXC--Distance Learning Non-Engaged - Excused (student may be ill, technical issues, etc.) The attendance secretary would find out why and mark the appropriate code.
- C=DLCUT -- Student refusing to engage in Distance Learning (Unexcused absence)
- Q=DLTECH--Technical issues (Excused absence). After 10% of missed days in technical matters, students may have to use paper/pencil or a hotspot; otherwise, it turns to unexcused

- -Y=DLSICK--Student is too ill to log on (Excused absence). Will require a doctor's note after 10% of the total days missed
- -N=NOTE from Doctor that the student is too ill to engage in Distance Learning
- -T=Unexcused Tardy under 29 minutes
- -X=Excused Tardy under 29 minutes

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

MJUSD will continue to provide breakfast, lunch, and supper at no cost under the Community Eligibility Provision to all MCAA students. Meal applications will not be required. Meals will be served on modified schedules to meet conditions of the current Yuba County Health Order and CDE guidelines, including the packing of menu items. Foodservice operations have robust cleaning and sanitizing procedures already in place. These procedures have been revised to address the protocol for the increased frequency of sanitizing food contact surfaces.

Safety Measures & Staff Protocol:

- -Plexiglass shields for serving areas will be installed.
- -Staff will wear a face shield in addition to a facial covering where table-top protection is not possible.
- -Employees will wear a face covering or face shield at all times.
- -Employees are trained and must follow FDA Food Code and Department Standard Operating Procedure for handwashing.
- -Employees must wear disposable gloves when handling food during preparation and serving tasks.
- -Foodservice employees must follow the district's safety protocol for checking into the site upon arrival. Also, food service employees will be excluded from work if experiencing vomiting and diarrhea.
- -Start and break times will be staggered to prevent close contact.
- -Menu:
- -Wrapped/package items: housemade items will be placed in a container at serving time. Fruits and vegetables will be a mix of wrapped in house and purchased pre-portioned.
- -Offer vs. Serve: students will have an opportunity to select items for their meal (i.e., milk may be declined; choice of fruit and vegetable).
- -In a hybrid instructional delivery schedule, meals for the non-attendance days will be served at dismissal.
- -Parents will need to pre-order meals via online Google Forms available on the MJUSD website for students who are enrolled in distance learning. There will be designated schools open for the parent to select which location to pick up meals.
- -Pick up locations: Edgewater Elementary, Kynoch Elementary, Lindhurst High, Foothill Intermediate, and Yuba Feather Elementary
- -Implement USDA waiver for parent (or designee) pick up without student in attendance.

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Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
In-Person Instructional Offerings	Provide PPE in the form of masks, face shields, plexiglass partitions, isolation/health room, thermometers, posters	500	No
In-Person Instructional Offerings	Sanitization chemicals, staffing, and materials	0	No
Distance Learning Program (Continuity of Instruction)	Professional Development for teachers related to distance learning (teachers)	11,261	No
Distance Learning Program	Ongoing Professional Development Series for teachers and paraeducators.	0	No
Pupil Learning Loss	Counselor will provide social emotional support, academic, and mentoring services for foster youth, low income, and English learners.	10,000	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
13.79%	200,001

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Being a school with over 60% of our students identified as socio-economically disadvantaged and 5% as English Language Learners, all of our strategies are based on best practice.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

The MJUSD foster liaison, director of Student Services and Attendance, and the homelessness liaison work diligently to assure that all MCAA students in these categories receive services. Being a school approaching 60% of low-income students, the school's entire program is tailored to these interventions and supports. English Learners have been a focus this past year with the addition of two English Learner Development Support teachers, a district English Learner Program Specialist, and a new adaptive program curriculum (ILIT). The school has outreach staff to facilitate EL, Foster Youth, and Homeless programs to assure that not just educational needs, but Social-Emotional, life and physical needs are being addressed adequately. When deficiencies are detected, the SST process allows all stakeholders to involve themselves in creating wrap-around services to support the learners.

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2020-21/09

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE, A LEASE AGREEMENT, A TRUST AGREEMENT, AN ESCROW AGREEMENT, A CERTIFICATE PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO THE EXECUTION AND DELIVERY OF MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT REFUNDING CERTIFICATES OF PARTICIPATION, AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH REFUNDING CERTIFICATES EVIDENCING PRINCIPAL IN AN AGGREGATE AMOUNT OF NOT TO EXCEED \$36,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, in order to finance certain capital projects and refinance the Marysville Joint Unified School District 2006 Certificates of Participation, the Marysville Joint Unified School District (the "District") caused its Marysville Joint Unified School District 2012 Certificates of Participation (Refunding and Capital Projects) (the "Prior Certificates") to be executed and delivered; and

WHEREAS, the Prior Certificates were executed and delivered pursuant to the Trust Agreement, dated July 1, 2012 (the "Prior Trust Agreement"), by and among The Bank of New York Mellon Trust Company, N.A., the District and the Marysville Joint Unified School District Financing Corporation (the "Corporation"); and

WHEREAS, the Prior Certificates evidence and represent proportionate interests of the owners thereof in rental payments to be made by the District pursuant to the Facilities Lease, dated July 1, 2012 (the "Prior Lease"), by and between the Corporation and the District; and

WHEREAS, the District desires to cause all or a portion of the Prior Certificates to be refunded (such refunded Prior Certificates being referred to herein as the "Refunded Certificates"); and

WHEREAS, in order to refund the Refunded Certificates, the District will lease certain real property owned by the District and the improvements thereto, consisting of the District Administrative Office and the Olivehurst Elementary School (the "Property") to the Corporation pursuant to a Ground Lease (such Ground Lease, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Ground Lease"); and

WHEREAS, the District will sublease the Property back from the Corporation pursuant to a Lease Agreement (such Lease Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Lease Agreement"); and

WHEREAS, the District and the Corporation have determined that it would be in the best interests of the District and the Corporation to provide the funds necessary to refund the Refunded Certificates through the sale and delivery of the Marysville Joint Unified School District Refunding Certificates of Participation, Series 2020 (Federally Taxable – Crossover Refunding) (the “Refunding Certificates”) evidencing direct, fractional undivided interests of the owners thereof in the base rental payments to be made by the District under the Lease Agreement; and

WHEREAS, the Refunding Certificates will be executed and delivered pursuant to a Trust Agreement by and among The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), the Corporation and the District (such Trust Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Trust Agreement”); and

WHEREAS, in connection with the execution and delivery of the Trust Agreement, the Corporation proposes to assign substantially all of its rights in the Ground Lease and Lease Agreement to the Trustee pursuant to an Assignment Agreement; and

WHEREAS, D.A. Davidson & Co., as underwriter (the “Underwriter”), has submitted to the District a proposal to purchase the Refunding Certificates in the form of a Certificate Purchase Agreement (such Certificate Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Certificate Purchase Agreement”); and

WHEREAS, the District desires to authorize that the refunding of the Refunded Certificates be effected through a “crossover” refunding by depositing the proceeds of sale of the Refunding Certificates in an escrow in an amount sufficient to pay (a) the principal and interest evidenced by the Refunding Certificates to a designated date before the maturity of the Refunded Certificates on which date the Refunded Certificates are to be prepaid (the “Crossover Date”) and (b) the accreted value due on the Refunded Certificates at the Crossover Date as herein provided; and

WHEREAS, the moneys (a) to refund the Refunded Certificates or (b) in the case of a crossover refunding, to pay (i) the principal and interest evidenced by the Refunding Certificates to the Crossover Date, and (ii) the accreted value on the Refunded Certificates at the Crossover Date, will be applied to such purpose pursuant to an Escrow Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A., as the prior trustee and escrow bank (such Escrow Agreement, in the form presented to this meeting, with such changes, insertions, omissions as made pursuant to this Resolution, being referred to herein as the “Escrow Agreement”); and

WHEREAS, the Board of Trustees of the District (the “Board of Trustees”) has determined that it may be in the best interest of the District to secure the timely payment of the principal and interest evidenced by the Refunding Certificates by obtaining an insurance policy with respect thereto and that obtaining a reserve surety for the Refunding Certificates in lieu of providing a cash funded reserve therefor could be economically advantageous to the District; and

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WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Refunding Certificates, the underwriter thereof must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Refunding Certificates to provide disclosure of certain financial information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to enter into a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”); and

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Refunding Certificates has been prepared; and

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Ground Lease;
- (b) the Lease Agreement;
- (c) the Trust Agreement;
- (d) the Certificate Purchase Agreement;
- (e) the Escrow Agreement;
- (f) the Continuing Disclosure Certificate; and
- (g) the Preliminary Official Statement; and

WHEREAS, Section 42133(a) of the Education Code provides that a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, unless the county superintendent of schools determines, pursuant to criteria established by the Superintendent of Public Instruction of the State of California, that the repayment of that indebtedness by the school district is probable; and

WHEREAS, in the fiscal year ended June 30, 2020, and in the fiscal year ending June 30, 2021, the District did not file and does not expect to file a qualified or negative certification and the Yuba County Superintendent of Schools (the “County Superintendent”) did not and is not expected to classify the District’s certifications for either such fiscal year to be qualified or negative; and

WHEREAS, Section 17150.1(a) of the Education Code provides (a) that no later than 30 days before the approval by the governing board of a school district to proceed with the issuance of certificates of participation, the school district shall notify the county superintendent of schools and the county auditor, and (b) that the superintendent of the school district shall provide

information necessary to assess the anticipated effect of the debt issuance, including the repayment schedules for that debt obligation, evidence of the ability of the school district to repay that obligation, and the delivery costs, to the county auditor, the county superintendent of schools, the governing board and the public; and

WHEREAS, in accordance with Education Code Section 17150.1(a), no later than 30 days before the date hereof, the Superintendent of the District, caused notice of the proposed execution and delivery of the Refunding Certificates to be provided to the County Superintendent and the Yuba County Auditor-Controller (the "County Auditor-Controller"); and

WHEREAS, in accordance with Education Code Section 17150.1(a), the Superintendent of the District provided information necessary to assess the anticipated effect of the execution and delivery of the Refunding Certificates, including the repayment schedules for the base rental payments evidenced by the Refunding Certificates, evidence of the ability of the District to repay such base rental payments, and the delivery costs of the Refunding Certificates, to the County Auditor-Controller, the County Superintendent, the Board of Trustees and the public; and

WHEREAS, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with Section 8855(i) of the California Government Code (the "Government Code"), and the execution and delivery of the Refunding Certificates as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board of Trustees has obtained from the Underwriter and Isom Advisors, a Division of Urban Futures, Inc., as the District's municipal advisor (the "Municipal Advisor") good faith estimates of (a) the true interest cost of the Refunding Certificates, (b) the sum of all fees and charges paid to third parties with respect to the Refunding Certificates, (c) the amount of proceeds of the Refunding Certificates expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Certificates, and (d) the sum total of all payments evidenced by the Refunding Certificates calculated to the final maturity of the Refunding Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Certificates, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the District desires to proceed to deliver the Refunding Certificates and to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and delivery of the Refunding Certificates; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Marysville Joint Unified School District, as follows:

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Section 1. The foregoing recitals are true and correct, and the Board of Trustees so finds and determines.

Section 2. The form of the Ground Lease, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the President of the Board of Trustees, the Clerk or Secretary of the Board of Trustees, and such other member of the Board of Trustees as the President may designate, the Superintendent of the District, the Assistant Superintendent of Business Services of the District, and such other officer or employee of the District as the Superintendent may designate (the "Authorized Officers") is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Ground Lease in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Ground Lease by such Authorized Officer; provided, however, that the term of the Ground Lease shall not exceed 32 years (provided that such term may be extended as provided therein).

Section 3. The form of the Lease Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Lease Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Lease Agreement by such Authorized Officer; provided, however, that (a) the aggregate amount of the principal components of the base rental payments payable under the Lease Agreement shall not exceed \$36,000,000, (b) the term of the Lease Agreement shall not exceed 32 years (provided that such term may be extended as provided therein), and (c) the true interest cost applicable to the interest components of the base rental payments evidenced by the Refunding Certificates shall not exceed 5.00% per annum.

Section 4. The form of the Trust Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Trust Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Trust Agreement by such Authorized Officer.

Section 5. The execution and delivery of the Refunding Certificates evidencing principal in an aggregate amount not to exceed \$36,000,000, payable in the years and in the amounts, evidencing interest as specified in the Trust Agreement as finally executed, and with such additional or other series designations as may be approved by an Authorized Officer, are hereby authorized and approved. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to provide that the proceeds of the sale of the Refunding Certificates will be used to effect a "crossover" refunding as herein provided if a "crossover" refunding is deemed by the Authorized Officer providing for such to be in the best

interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of the Escrow Agreement as herein provided.

Section 6. The form of the Certificate Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Certificate Purchase Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Certificate Purchase Agreement by such Authorized Officer; provided, however, that the underwriter's discount for the sale of the Refunding Certificates shall not exceed 0.325% of the aggregate amount of principal evidenced by such Refunding Certificates.

Section 7. The form of the Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Escrow Agreement by such Authorized Officer. Any "crossover" refunding of the Refunded Certificates is to be effected by depositing the proceeds of sale of the Refunding Certificates in the escrow fund to be established under the Escrow Agreement in an amount sufficient to pay (a) the principal and interest evidenced by the Refunding Certificates to the Crossover Date, and (b) the accreted value on the Refunded Certificates at the Crossover Date.

Section 8. The form of the Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 9. The Preliminary Official Statement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Refunding Certificates is hereby authorized and approved. Each of the Authorized Officers is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 10. The preparation and delivery of a final Official Statement (the "Official Statement"), and its use in connection with the offering and sale of the Refunding Certificates, is

hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. Each of the Authorized Officers is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the District, to execute the final Official Statement and any amendment or supplement thereto.

Section 11. The Authorized Officers are each hereby authorized and directed (a) to apply for municipal bond insurance for the Refunding Certificates and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated savings with respect to interest evidenced by the Refunding Certificates resulting from the purchase of such insurance and/or (b) to apply for and obtain a reserve surety or insurance policy to satisfy the reserve requirement with respect to the Refunding Certificates if economically advantageous to the District. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract for such insurance and/or for such reserve surety or policy if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract.

Section 12. If upon the review of title reports and other matters relating to the real property consisting of the District Administrative Office and/or the Olivehurst Elementary School sites, the property is shown to have an encumbrance or attribute that would affect the marketing of the Refunding Certificates or cause one or both to fail any applicable rating agency, bond insurer or reserve surety provider criteria for leased assets, the Authorized Officers are each hereby authorized and directed to select one or more alternative District-owned school facility sites and related facilities aggregating a similar total value that do not have any such encumbrance or attribute and/or meet such criteria to constitute the Property to be leased under the Ground Lease and the Lease Agreement.

Section 13. With the passage of this Resolution, the Board of Trustees hereby certifies that the Debt Management Policy complies with Government Code Section 8855(i), and that the Refunding Certificates authorized to be executed and delivered pursuant to this Resolution are consistent with such policy, and instructs Orrick, Herrington & Sutcliffe LLP as Special Counsel, on behalf of the District, with respect to the Refunding Certificates executed and delivered pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Refunding Certificates to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Government Code Section 8855, and (b) to check, on behalf of the District, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to Government Code Section 8855.

Section 14. The officers of the District are, and each of them is, hereby authorized and directed, for and in the name of the District, to do any and all things and to execute and deliver any and all agreements, documents, certificates and instruments referred to herein which they or any of them deem necessary or advisable in order to consummate the transactions contemplated by this Resolution and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including entering into necessary lease termination agreements with respect to termination of the Prior Lease, obtaining title insurance with respect to the Property and entering

into an agreement to indemnify and hold the title insurance company harmless with respect to encumbrances recorded against the Property between the last title continuation as set forth in such agreement and the recording of the documents (or notice thereof) herein approved.

Section 15. The Board of Trustees hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

Section 16. All actions heretofore taken by the officers and agents of the District with respect to the transactions set forth above, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 17. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on September 22, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Randy Rasmussen

President of the Board of Trustees of the
Marysville Joint Unified School District

Gary Cena

Secretary of the Board of Trustees of the
Marysville Joint Unified School District

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EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Refunding Certificates. Such good faith estimates have been provided to the District by D.A. Davidson & Co., the underwriter of the Refunding Certificates (the "Underwriter") and Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor (the "Municipal Advisor").

Principal Amount. The Underwriter and the Municipal Advisor have informed the District that, based on the District's financing plan and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Refunding Certificates to be sold in a public offering is \$34,200,000.00 (the "Estimated Principal Amount").

True Interest Cost of the Refunding Certificates. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Refunding Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Refunding Certificates, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Refunding Certificates, is 3.19%.

Finance Charge of the Refunding Certificates. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Refunding Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Refunding Certificates, which means the sum of all fees and charges paid to third parties (or costs associated with the Refunding Certificates), is \$585,769.55.

Amount of Proceeds to be Received. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Refunding Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Refunding Certificates, less the finance charge of the Refunding Certificates, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Refunding Certificates, is \$32,005,477.56.

Total Payment Amount. The Underwriter and the Municipal Advisor have informed the District that, assuming that the Estimated Principal Amount of the Refunding Certificates is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Refunding Certificates, plus the finance charge for the Refunding Certificates, as described above, not paid with the proceeds of the Refunding Certificates, calculated to the final maturity of the Refunding Certificates, is \$46,839,944.50.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of

the Refunding Certificates issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Refunding Certificates being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Refunding Certificates sold being different from the Estimated Principal Amount, (c) the actual amortization of the Refunding Certificates being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Refunding Certificates are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Refunding Certificates and the actual principal amount of Refunding Certificates sold will be determined by the District based on various factors. The actual interest rates borne by the Refunding Certificates will depend on market conditions at the time of sale thereof. The actual amortization of the Refunding Certificates will also depend, in part, on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Trustees has approved the execution and delivery of the Refunding Certificates with a maximum true interest cost of 5.00%.

SECRETARY'S CERTIFICATE

I, Gary Cena, Secretary of the Board of Trustees of the Marysville Joint Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly conducted on September 22, 2020 in accordance with law, including in accordance with Executive Order N-29-20, signed by the Governor of the State of California on March 17, 2020, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of the meeting was posted at least 72 hours before the meeting at 1919 B Street, Marysville, California, a location freely accessible to members of the public, and the District's website at <http://www.mjUSD.com/Board/Board-Agendas-and-Minutes/index.html>, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____

Gary Cena

Secretary of the Board of Trustees of the
Marysville Joint Unified School District

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2020-21/10

On Motion by Trustee _____

Duly seconded by Trustee _____

**TEMPORARY INTERFUND TRANSFERS
(Pursuant to E.C. 42603)**

WHEREAS, the Board of Education of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year, if the transfer takes place within the final 120 calendar days of a fiscal year; and

NOW, THEREFORE, BE IT RESOLVED that this Governing Board, in accordance with the provisions of Education Code section 42603, adopts the following authorization for fiscal year 2020-21 to temporarily transfer funds between the funds listed below provided that all transfers are approved by the Superintendent or designee:

General Fund – Fund 01
Charter Fund – Fund 09
Child Development Fund – Fund 12
Cafeteria Fund – Fund 13
Deferred Maintenance Fund – Fund 14
Building Fund – Fund 21
Capital Facilities Fund – Fund 25
County School Facilities Fund – Fund 35
Bond Interest and Redemption Funds – Funds 51 and 52
Foundation Private-Purpose Trust Fund – Fund 73

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 22nd day of September 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gary Cena
Secretary - Board of Trustees

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Randy L. Rasmussen
President - Board of Trustees

**EMPLOYMENT CONTRACT
BETWEEN
GARY CENA
AND THE GOVERNING BOARD
OF THE
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

MJUSD
Personnel Dept
JUL 17 2019
RECEIVED 

THIS EMPLOYMENT CONTRACT ("Contract"), is made and entered into on June 25, 2019, by and between the Governing Board of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereafter referred to as "GOVERNING BOARD," "BOARD" or "DISTRICT," and Gary Cena, hereafter referred to as "SUPERINTENDENT." The Contract supersedes any and all other agreements, oral or written, between the Parties as of the date of the commencement of the term of this Contract.

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

I. TERM

DISTRICT, in consideration of the promises by SUPERINTENDENT herein contained, agrees to employ, and SUPERINTENDENT hereby accepts employment as, DISTRICT SUPERINTENDENT of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT for a term of two (2) years commencing July 1, 2019, and ending June 30, 2021. If the Superintendent receives an evaluation for the 2019-2020 school year of "progressing acceptably" or better overall this term shall be extended to a total of four (4) years ending June 30, 2023.

II. COMPENSATION

- A. Effective July 1, 2019 through June 30, 2020, SUPERINTENDENT's annual salary shall be Two Hundred Seven Thousand Two Hundred Dollars (\$207,200). Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate, \$17,266.67 for services rendered during that month.

This annual compensation is inclusive of, and no additional compensation shall be paid for, advanced degrees, mileage (within 100 miles radius of the DISTRICT Office), employee portion of STRS, income protection, ACSA dues, ACSA/CSY, or CISI.

- B. Commencing with the 2020/2021 school year, the GOVERNING BOARD shall revisit this compensation term on or by June 30th, and, in its sole discretion, may provide further compensation improvement to SUPERINTENDENT based upon

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SUPERINTENDENT's past performance to the DISTRICT which is determined by a majority of the BOARD to merit compensation improvement.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

SUPERINTENDENT shall be the executive officer of DISTRICT and shall serve as secretary to the GOVERNING BOARD. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the GOVERNING BOARD of the DISTRICT. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. SUPERINTENDENT shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the GOVERNING BOARD.

IV. HEALTH AND WELFARE BENEFITS

DISTRICT shall provide SUPERINTENDENT with the same health and welfare benefits as are provided to other full-time administrators of the DISTRICT (health/dental/vision/life insurance).

V. DUTY - NONDUTY DAYS AND OTHER BENEFITS

A. Full-Time Service

SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the DISTRICT during each annual period covered by this Contract. The year is normally exclusive of Saturdays, Sundays, holidays, and non-duty days.

B. Holidays

SUPERINTENDENT shall receive those holidays where the DISTRICT office is closed for business.

C. Non-Duty Days

1. SUPERINTENDENT shall be entitled to twenty-nine (29) non-duty days each school year.
2. If SUPERINTENDENT is unable to schedule all twenty-nine (29) days in any school year of this Contract, SUPERINTENDENT may, with prior BOARD approval, carry over not more than ten (10) days into the next school year. At no time shall SUPERINTENDENT be able to accumulate more than fifteen (15) days of non-duty time in addition to the twenty-nine (29) granted each school year.

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3. Non-duty days, if not "used," have no compensable value.

D. Illness Leave

SUPERINTENDENT shall accrue illness leave at the rate of one and one-tenth (1.1) days per work month. This leave may accumulate without limit.

E. Other Leaves

DISTRICT shall provide SUPERINTENDENT with such other leaves as are provided by law.

VI. GOALS AND OBJECTIVES

- A. Not later than sixty (60) days after ratification of this Contract by the BOARD, SUPERINTENDENT and GOVERNING BOARD shall establish DISTRICT goals and objectives for the initial (2019-2020) school year.
- B. For each successive year on this Contract, commencing not later than June 15 of each school year, SUPERINTENDENT and GOVERNING BOARD shall establish DISTRICT written goals and objectives for the following school year. These goals and objectives shall be among the criteria by which SUPERINTENDENT is evaluated as hereafter provided.

VII. EVALUATION

- A. Each school year, GOVERNING BOARD shall evaluate, in writing, the performance of SUPERINTENDENT consistent with this Contract and SUPERINTENDENT's Job Description.
- B. In addition to the Job Description, the evaluation shall be related to the duties and responsibilities of SUPERINTENDENT as set forth in Article III, the goals and objectives established by the GOVERNING BOARD and SUPERINTENDENT as set forth in Article VI, and applicable law and GOVERNING BOARD policy.
- C. The final format, procedures, and goals of SUPERINTENDENT's evaluation shall be established by the GOVERNING BOARD and shall include SUPERINTENDENT's self-evaluation. GOVERNING BOARD may revise the format and procedure in subsequent school years. GOVERNING BOARD shall provide SUPERINTENDENT with a copy of the evaluation instrument and discuss with them the procedure to be used on or before September 1 of the school year in which SUPERINTENDENT is to be evaluated.

D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:

- relationship with the GOVERNING BOARD
- relationship with the community
- curriculum and instructional leadership
- business and operations services leadership
- staff and personnel relationships
- personal qualities and development
- educational results
- overall educational leadership

The evaluation format shall provide for a rating system such that the GOVERNING BOARD, individually and collectively, may indicate whether the performance of SUPERINTENDENT is:

- outstanding
- successfully completed
- progressing acceptably
- making little progress
- unsatisfactory

E. GOVERNING BOARD shall evaluate SUPERINTENDENT in writing no later than May 31 of each full school year of the Contract. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format. SUPERINTENDENT shall remind the GOVERNING BOARD of this requirement no later than the date of the last regular GOVERNING BOARD meeting during the preceding March.

A copy of the written preliminary evaluation shall be delivered to SUPERINTENDENT no later than June 10 of the school year in which the evaluation is made.

Before June 20 of the school year in which the evaluation is made, a meeting shall be held between SUPERINTENDENT and GOVERNING BOARD to discuss the preliminary evaluation. SUPERINTENDENT shall remind the GOVERNING BOARD of this provision when the written preliminary evaluation is delivered to them pursuant to the preceding paragraph.

Based upon the GOVERNING BOARD's meeting with SUPERINTENDENT pursuant to the preceding paragraph, the GOVERNING BOARD may modify the preliminary evaluation. In any event, a copy of the final written evaluation shall be delivered to SUPERINTENDENT no later than June 30 of the school year in which the evaluation is made, and SUPERINTENDENT shall have the right to make a written response to the final evaluation.

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- F. If a majority of the GOVERNING BOARD determines that performance of SUPERINTENDENT is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where GOVERNING BOARD deems performance to be unsatisfactory.

VIII. PROFESSIONAL GROWTH OF SUPERINTENDENT

- A. DISTRICT encourages the continuing professional growth of SUPERINTENDENT through their participation in:
1. The operations, programs and other activities conducted or sponsored by local, state, national school board, and/or administrator associations;
 2. Seminars and courses offered by public or private educational institutions; and
 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform their professional responsibilities for DISTRICT.
- B. In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend such matters and shall pay in accordance with BOARD policy, necessary travel and subsistence expenses. SUPERINTENDENT shall keep the GOVERNING BOARD President advised by way of keeping the SUPERINTENDENT's secretary informed of SUPERINTENDENT's participation in the above type activities which require SUPERINTENDENT to travel more than one hundred (100) miles one way from the DISTRICT Office.
- C. SUPERINTENDENT shall, by September 1 of each year, prepare and present for approval by the GOVERNING BOARD a plan for professional growth. SUPERINTENDENT shall include a report of progress on this plan in the SUPERINTENDENT's annual self-evaluation.

IX. EXPENSE REIMBURSEMENT

A. General

Except for the items listed in Section II.A., DISTRICT shall reimburse SUPERINTENDENT for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with BOARD policy.

B. Transportation

Beyond a one hundred (100) mile radius of the DISTRICT office, SUPERINTENDENT shall be reimbursed in accordance with BOARD policy.

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C. Professional Organizations, Committees, Civic and Community Organizations

Subject to BOARD prior approval, the DISTRICT shall pay membership fees for SUPERINTENDENT in various professional and community service organizations, except as listed in Section II.A.

D. Outside Professional Activities

SUPERINTENDENT may undertake work, speaking engagements, writings, lectures or other professional duties and obligations for fee provided that these activities do not interfere with SUPERINTENDENT's performance of duties required under this Contract and all such activities are undertaken at no expense to DISTRICT. DISTRICT will reimburse SUPERINTENDENT for expenses and travel associated with similar activities, if SUPERINTENDENT does not receive a fee for those activities and BOARD determines, in advance, that such activities are of benefit to DISTRICT. In either event, SUPERINTENDENT shall provide advance notice to GOVERNING BOARD of all such activities undertaken by SUPERINTENDENT pursuant to this provision.

X. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement of SUPERINTENDENT.
- C. Physical or mental inability of SUPERINTENDENT to perform SUPERINTENDENT's duties.
- D. Failure by SUPERINTENDENT to maintain a valid California Administrative Credential.
- E. Termination for Cause.
 - 1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to DISTRICT, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to DISTRICT, unprofessional conduct, incompetency, neglect of duty, or breach of this Contract. Determination of whether cause exists shall be in the sole discretion of BOARD. The BOARD will not make this determination in an arbitrary or capricious manner.

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2. Prior to GOVERNING BOARD terminating the Contract for cause, if the identified cause is for incompetency, GOVERNING BOARD shall identify the specific areas of incompetency as part of the evaluation process identified in Paragraph VII – Evaluation and have given SUPERINTENDENT a stated timeline to correct said areas.
3. Should BOARD elect to terminate this Contract prior to its expiration pursuant to this section, GOVERNING BOARD shall notify SUPERINTENDENT in writing. Upon request, GOVERNING BOARD shall serve on SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session. SUPERINTENDENT shall be provided a written decision describing the results of the hearing.

F. GOVERNING BOARD OPTION

Notwithstanding any other provision of this Contract, GOVERNING BOARD shall have the sole right, upon the giving of at least sixty (60) days' notice, to terminate this Contract during its term. This option will not be exercised for a minimum of six (6) months from the time two (2) or more members who are new to the BOARD are seated after an election.

1. If GOVERNING BOARD terminates the Contract before its normal expiration, except pursuant to paragraphs A. to E. above, it shall pay SUPERINTENDENT, commencing from date of notification, not more than twelve (12) months of salary and benefits, or for the number of months remaining on her/his contract with DISTRICT, whichever is less.

The actual amount to be paid shall be determined by the number of months remaining on the Contract, and the base annual salary paid in the last year of actual employment with DISTRICT.

2. If SUPERINTENDENT is gainfully employed or commences drawing retirement benefits from a Retirement System during any portion of the time she/he is being compensated by DISTRICT pursuant to this Paragraph F, such earnings shall reduce, on a dollar-for-dollar basis, DISTRICT's obligation under this section.

For each affected month during the period of time SUPERINTENDENT is to be compensated by DISTRICT pursuant to this Paragraph F, SUPERINTENDENT shall provide DISTRICT with a statement of

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earnings, if any, which shall become a pro-rated offset against DISTRICT's monthly obligation under this section for the following month.

3. The compensation set forth in Paragraph F.1. above shall be the only compensation of any kind which shall be due to SUPERINTENDENT upon termination of this Contract pursuant to this Paragraph F.

G. SUPERINTENDENT Option

SUPERINTENDENT shall have the sole right, upon the giving of at least sixty (60) days' notice, to terminate this Contract during its term. Should SUPERINTENDENT become a candidate for a position elsewhere during the term of this Contract, SUPERINTENDENT shall advise GOVERNING BOARD of SUPERINTENDENT's intention when SUPERINTENDENT becomes a finalist for any position.

XI. EXTENSION OF EMPLOYMENT CONTRACT

- A. If SUPERINTENDENT's evaluation in any school year of this Contract is deemed as "progressing acceptably" or better in all areas by a majority of BOARD as set forth in Article VII, Paragraph B, this Contract may be extended by BOARD for whatever legal time is deemed appropriate by BOARD.
- B. If the Contract is extended, this extension shall be confirmed publicly by BOARD at the next regular BOARD meeting subsequent to this extension.
- C. If this Contract is extended by operation of this Article, this provision continues to apply to the Contract as extended.

XII. RENEWAL OF EMPLOYMENT CONTRACT

- A. BOARD shall decide and notify SUPERINTENDENT, in writing, by the last day of January of the closing year of this Contract, as to what extension, if any, will be offered to this Contract. SUPERINTENDENT shall remind BOARD of this requirement no later than the date of the last regular BOARD meeting the preceding December.
- B. If the BOARD exercising this Paragraph, the BOARD, in its sole discretion, may opt to forgo the next annual evaluation set forth under Paragraph VII.

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XIII. POST-RETIREMENT HEALTH PROVISIONS

Superintendent is exiting his existing retirement status, with established post-retirement benefits from DISTRICT, to assume the current position. Accordingly, notwithstanding criteria, conditions and limitations that apply to other retired management employees of the DISTRICT, upon again entering retirement from the DISTRICT, SUPERINTENDENT shall be eligible to participate in DISTRICT post-retirement health plans at DISTRICT cost.

- Superintendent will compensate DISTRICT with 15 days of annual service to DISTRICT until age 65.
- DISTRICT cost and plan offerings will be the same as offered to other retired management employees of the DISTRICT.

XIV. GENERAL PROVISIONS

- A. This Contract is the full and complete Contract between the Parties hereto, and it can be changed or modified only by writing, signed by the Parties or their successors in interest to this Contract.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.
- C. This Agreement is binding on the heirs, administrators, successors and assigns of the parties hereto.
- D. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of GOVERNING BOARD. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

GOVERNING BOARD OF THE MARYSVILLE
JOINT UNIFIED SCHOOL DISTRICT

By: Randy L. Rasmussen
President of the Governing Board

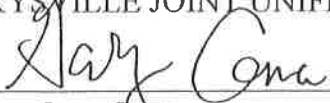
Date: 6-25-2019

By: Dwain C. CoC
Clerk of the Governing Board

Date: 6.25.2019

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I HEREBY ACCEPT this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as SUPERINTENDENT of the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT.



Gary Cena

Date: June 25, 2019

Ratified in open session of the GOVERNING BOARD on June 25, 2019.

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**ADDENDUM TO
EMPLOYMENT CONTRACT
between
GARY J. CENA
and the
GOVERNING BOARD
of the
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

Pursuant to Article I (Term), the Board offers to extend the contract of the Superintendent by two (2) years through June 30, 2023.

If accepted, Article I (Term), will be modified as shown:

DISTRICT agrees to employ, and SUPERINTENDENT hereby accepts extension of employment as Superintendent of the Marysville Joint Unified School District for a term commencing July 1, 2021 and ending June 30, 2023.

Since there are no compensation modifications, at this time, the previous Board-approved compensation (June 25, 2019) remains in place. This is to satisfy any Government Code provision requiring the reporting out of increase compensation.

GOVERNING BOARD: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Randy Rasmussen, President Date

I hereby accept this offer to extend my contract through June 30, 2023

Gary J. Cena, Superintendent Date