



**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 **January 26, 2022** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Jacob Bernardis** (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 2021-22 school year** commencing from **January 26, 2022 – June 30, 2022**

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 **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$1,250.00)** (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 of **One thousand two hundred fifty dollars and zero cents (\$1250.00)** shall be paid to CONTRACTOR as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours 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

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

- 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, **Jacob Bernardis** 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 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,

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 it 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:**

Jacob Bernardis  
1078 Franklin Ave. Apt 14  
Yuba City, CA 95991

Phone: (530) 845-1480

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.



Exhibit A

Marysville Charter Academy for the Arts

**Scope of Work**

Consultant Contract for 2021-2022 School Year

Jacob Bernardis will provide Theatrical Assistance for the 2021-22 school year.

**Beginning:** January 26, 2022

**Concluding:** June 30, 2022

**Payment:** Paid hourly at \$25.00 per hour

**Service days:** 50 service hours must be rendered in order to receive compensation equal to, but not to exceed, annual total as reflected in Agreement.

Service to include, but not limited to:

Theatrical Lighting  
Theatrical Sound  
Show Production  
Stage Setup/Strike Assistance



**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 **January 26, 2022** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **John Pimentel** (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 2021-22 school year** commencing from **January 26, 2022 – June 30, 2022**

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 **ONE THOUSAND EIGHT DOLLARS AND ZERO CENTS (\$1,008.00)** (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 of **One thousand eight dollars and zero cents (\$1008.00)** shall be paid to CONTRACTOR as the work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours 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 and a grand

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, **John Pimentel** 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 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,

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 it 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:**  
John Pimentel  
11360 Township Rd.  
Browns Valley, CA 95918

Phone: (530) 701-8452  
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: \_\_\_\_\_  
Jennifer Passaglia

**Contractor**

By: **John Pimentel**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*John Pimentel*  
*Program Coordinator*

Exhibit A

Marysville Charter Academy for the Arts

**Scope of Work**

Consultant Contract for 2021-2022 School Year

John Pimentel will provide duties as Program Coordinator and Grant Facilitator for the Exemplary Arts Demonstration Site

**Beginning:** January 26, 2022

**Concluding:** June 30, 2022

**Payment:** Monthly payments of \$168 (\$1008 averages over 6 months)

**Service days:** 20 service hours 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 \$1,008.00 for non-service days each month.

Service to include, but not limited to:

Program Coordinator  
Grant Facilitator

# Yuba County Superintendent of Schools

935 14<sup>th</sup> Street  
Marysville, CA 95901

## Quarterly Report on Williams Uniform Complaints

(Education Code 35186(d))

District Name: MJUSD

Person completing this form: Rocco Greco

Title: Assistant Supt. Personnel

Quarterly Report Submission Date: 1/10/22

☐ October 2021 (for July-September 2021) 1<sup>st</sup> Quarter

☒ January 2022 (for October-December 2021) 2<sup>nd</sup> Quarter

☐ April 2022 (for January-March 2022) 3<sup>rd</sup> Quarter

☐ July 2022 (for April-June 2022) 4<sup>th</sup> Quarter

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

☐ No Complaints were filed with any school in the county programs during the quarter indicated above.

☐ Complaints were filed with schools in the county programs during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
TOTALS	0		

FAL ASLANI G.D.  
Print Name of District Superintendent

[Signature]  
Signature of District Superintendent



**Proposal:**

# Demographic Analysis

**Prepared for:**

Marysville Joint Unified School District

**Attention:**

**Jennifer Passaglia**

Chief Business Official

[jpassaglia@mjud.k12.ca.us](mailto:jpassaglia@mjud.k12.ca.us)

530.749.6115

**Primary Contact:**

**Jamie King-Iseman**

President

[jamie@kinginc.com](mailto:jamie@kinginc.com)

916.706.3538

Business Services

Date:

1-17-22

Purchasing

Date:

1/6/22

# Scope of Services

Preparation of a comprehensive Demographic Analysis to provide the Marysville Joint Unified School District with pertinent information related to current and potential residential development within its boundaries. The specific components included in the report are detailed below.

## **COMPONENT A: COMMUNITY DEMOGRAPHICS**

Component A will analyze the current demographic trends within the District boundaries, the communities served by the District, the County and the State of California that will affect district enrollments and facility utilization. Specific information will include:

- A multivariable review of historical student enrollments;
- An identification of local, County and State population trends in order to provide a report on the reasons for changing populations within the District;
- A review of private and charter (County and District) school historical enrollments, identifying trends in a comparison to public school enrollments within the District;
- A review of the District's existing housing stock including median housing values and an identification of trends over time;
- Analysis and report of community/neighborhood dynamics that have contributed to population changes and demographic shifts in the District;
- Preparation of maps and reports to demonstrate findings.

## **COMPONENT B: STUDENT GENERATION STUDY**

Component B will analyze the number of students generated by both new residential construction and housing turnover. Student generation rates will be analyzed to evaluate the future impact of anticipated local housing trends. Specific information will include:

- Preparation of student generation rates for all recently constructed units by grade level, by housing type (i.e. single-family detached, single-family attached, multi-family, or affordable);
- Preparation of student generation rates for all recently sold units ("housing turnover") by grade level, by housing type (i.e. single-family detached, single-family attached, multi-family, or affordable).



## COMPONENT C: LAND USE AND DEVELOPMENT

Component C will identify current and anticipated land use plans and policies, and their potential effects on the District. Pertinent City and County agencies within District boundaries (planning agencies, LAFCO, redevelopment agencies, etc.) will be contacted to provide specific information including, but not limited to, tract numbers, developer contacts, and current and proposed development and build-out of same. Land use and development will be analyzed by school to evaluate the future impact of anticipated local housing trends. Specific steps in this component will include:

- A review and analysis of all relevant land use plans and information that may affect development patterns in the District, including interviews with all relevant planning agencies (see above);
- A detailed review of all recent construction by attendance area, by type, by square footage, and by year constructed;
- Preparation of a database of all planned development over the next five years, including tract numbers, number of units, expected build-out and a timetable demonstrating student generation rates and total number of projected students for each development at specific grade levels by attendance boundary;
- A locational analysis of all vacant land which may be developed, current zoning, and potential use, including major development constraints and construction timetables;
- Preparation of maps and reports to demonstrate findings.

## COMPONENT D: ENROLLMENT PROJECTIONS

Component D will provide enrollment projections based on student migration, birth trends, and historic and anticipated development. Specific steps will include:

- Research of historic birth rates by ZIP code, and comparison to both Transitional Kindergarten and Kindergarten enrollments five years later;
- Comprehensive review of historical student cohort progression patterns and a detailed description of projection methodology;
- Preparation of annual enrollment projections to the 2031-32 school year. The projections will be grade- and school-specific;
- Three enrollment projections will be calculated based on ranges of historical enrollments and influencing factors, including a most likely baseline projection for long-term planning.
- Using current zoning, build-out potential, and absorption schedules for residential development, an additional enrollment projection demonstrating the impact of students anticipated to be generated by residential development will be prepared;
- An analysis of projection sensitivity, identifying District policies, community trends, or events which may cause projections to deviate from the "most likely" projection;
- A discussion of enrollment projection methodology and supporting documentation;
- Preparation of reports and maps to demonstrate findings.

## **COMPONENT E: FACILITY CAPACITY ANALYSIS**

Component E will calculate capacity ranges for each school site based on 2021-22 room utilization. This component will also include a comparison of existing site capacity ranges to projected enrollments by grade and school, with and without students generated by new residential development. Specific steps include:

- \* Compilation of 2021-22 room utilizations provided by the District;
- \* Calculation of capacity ranges for each site based on existing and potential other room utilizations and loading factors.

# Fee Estimates

The Consultant will provide services as needed and requested by the District. All services will be billed at \$185 per hour in 15-minute increments and documents and invoiced monthly. Fee estimates are provided below.

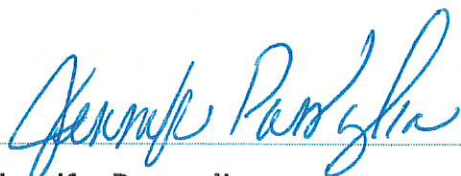
## **Demographic Analysis (Not to exceed \$19,425)**

The Consultant shall be reimbursed as follows:

1. Work done after the completion of all components outlined in this agreement shall be billed at \$185 per hour.
2. Mileage shall be reimbursed for all meetings at the standard mileage rate for the current year as determined by the IRS.
3. Reproduction of documents shall be the responsibility of the District. If the District chooses, the Consultant will provide duplicating services on an actual cost basis.
4. Telephone and any express mail expenses will be documented and reimbursed to the Consultant.

# Signature page

This Agreement is between the Marysville Joint Unified School District and King Consulting.



**Jennifer Passaglia**

Chief Business Official

Marysville Joint Unified School District



**Jamie King-Iseman**

President

King Consulting

12-16-2021

**Date**

12.13.21

**Date**

## Adventist Health and Rideout Drug Testing Services

### **Participation Agreement And Certificate of Compliance**

**January 1, 2022 - December 31, 2022**

**Marysville Joint Unified School District** has been a participant in Adventist Health and Rideout Drug Testing Services, a random drug and alcohol testing program as mandated by the Code of Federal Regulations DOT-FMCSA 49 CFR Part 382 since 01/01/19. Marysville Joint Unified School District continues to be a member in good standing for the calendar year 2022. Any questions regarding their participation in this program may be referred to Adventist Health and Rideout Drug Testing Services at 530 751-4911.

Participation in this program will continue through December 31, 2022, or until either party terminates this agreement with a 15 day written notice of cancellation. Marysville Joint Unified School District's participation in this program will be terminated by Adventist Health and Rideout Drug Testing Services for nonpayment of charges, failure to respond to random testing notices or failure of Marysville Joint Unified School District to follow regulations as set forth in 49 CFR Part 382 and Part 40.

Notification of testing violations (including refusal to test, positive, substituted or adulterated tests as well as return to duty and follow up testing) may be reported to all Primary Carriers and DOT FMCSA Drug and Alcohol Clearinghouse (with appropriate authorization) as per regulations outlined in 49 CFR Part 382 and Part 40.

Agreed to:

**Marysville Joint Unified School District :**

Jennifer Passaglia

Name of Signor

Jennifer Passaglia

Signature

12-16-21

Date

### **C/TPA:**

Adventist Health and Rideout Drug Testing Services  
1531 Plumas Ct., Suite B-D  
Yuba City, CA 95991  
530 751-4911  
530 751-4914 fax

Business Services garyl Date: 12/16/21

Purchasing 12/16/21 Date: SB



## COMPANY/CARRIER PROFILE

**Company Name:** Marysville Joint Unified School District

**Company owner's name:** Greg Taylor **Is the owner a driver?** **Company Owner Phone:**

**Owner email:**

**Mailing Address:** 1919 B St Marysville , CA 95901

**Physical Address:** 1919 B St Marysville , CA 95901

**Phone:** 530 749-6199 **Fax:** **Is this number confidential/secure?**

**DER/Primary Designated Employer Representative:** Greg Taylor **DER Phone:** 530 749-6199

**DER cell phone:** 530 514-8043 **DER E-mail:** gtaylor@mjud.k12.ca.us

**Alternate DER contact:** Andy Willis **Alternate phone:** 530 740-6496 **Alternate cell:** 530 415-1340

**Alternate E-mail:** awillis@mjud.k12.ca.us

**US DOT/FMCSR #:** 2655323 **MC #:** 64635

**Company Type:** "C" Company or "O" single owner/operator: C

## SECURE REPORTING

**Secure company pass code for telephone inquiries:**

**What is your preferred method of receiving results?** Confidential Email , Secure Fax, or Client

**Web Portal:** Email **Password for results via email or Client Web Portal:** must be 8 to 20 characters and must contain 3 of 4: Uppercase, Lowercase, Number, Special Character.

## RECORDS CLEARINGHOUSE

**Do you wish Adventist Health and Rideout to perform DOT required drug and alcohol record searches on your behalf?** Yes

You may elect Adventist Health and Rideout as your Consortium/third party administrator (C/TPA) in the Clearinghouse and assign permission to allow us to report violations, report return to duty test results and successful completion of follow-up testing and conduct queries on your behalf. If you elect to have us perform this service you must designate us as your C/TPA to act on your behalf and assign permission in the FMCSA Drug and Alcohol Clearinghouse. You must also have pre-purchased queries available for our use and you must ensure that your drivers provide electronic consent as well as manual off-line written inquiries until 01/06/2023. If at any time you have not met these requirements, Marysville Joint Unified School District will be notified and immediately be responsible for all aspects of compliance with the records and Clearinghouse. Selecting a C/TPA is required for an employer who employs him/herself as a driver (owner-operator). For all other employers, this is optional.

**Are you the owner of the company and you also act as a driver?**

C/TPA's are required to report verified positive, adulterated or substituted, refusal to take a drug or alcohol test, actual knowledge of a violation, negative return to duty and the successful completion

of a driver's follow-up testing plan directly to the FMCSA Drug and Alcohol Clearinghouse if you are an owner/operator. You must designate us in the Clearinghouse to act on your behalf.

### DOT POLICY DEVELOPMENT

**Does your company have the required DOT approved drug and alcohol policy on file? Yes 1**

Effective January 6, 2020 your DOT Policy must include information regarding compliance with the DOT FMCSA Drug and Alcohol Clearinghouse. Would you like Adventist Health and Rideout to provide your company with a new updated policy to include these regulations?

If a driver has a DOT drug or alcohol violation circle which policy you would like to follow:

Policy 1 Terminate employee    Policy 2 Employee pays for SAP    Policy 3 Company pays for SAP

### DOT SUPERVISOR TRAINING

**Has your company DER completed the required DOT approved supervisor training to recognize the signs and symptoms of drug and/or alcohol abuse and misuse?**

Adventist Health and Rideout Drug Testing offers quarterly training via internet webinar. Would you like to sign up for this training?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please review the information we have on file for your company, and update any information that has changed. All company correspondence (company billing or address changes, driver terminations, cancellations etc.) must be sent to our office as indicated on this agreement. We will not accept any changes to your company or drivers unless we receive the changes in writing. You are required to return a completed copy of this form with the signed 2022 Participation Agreement by December 17, 2021.

***We appreciate your business***

1531 Plumas Ct., Suite B-D \* Yuba City, CA 95991 \* 530.751-4911 \* 530.751-4914 fax

**Adventist Health and Rideout Drug Testing Services agrees to:** Provide all services as listed below concerning drug and/or alcohol tests required by Department of Transportation regulations in full compliance with the provisions of 49 CFR Part 40 and FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse. Compliance with Part 40 is a mandatory term of this agreement. If the Department of Transportation determines that Adventist Health and Rideout Drug Testing is in noncompliance with Part



40 with respect to DOT regulated drug and alcohol programs, this agreement will be terminated for cause by the employer unless the noncompliance is corrected.

- Random selection of qualified drivers will be performed on a quarterly basis using a standardized computer program. Notifications will be sent via your preferred method of contact as indicated on this agreement. If a contact is selected or an owner/operator who does not have an alternate to contact we will send the request and call primary contact. Once the person selected is notified they have 24 hours to report for testing. If they do not report for the test as instructed, this will be considered a refusal to test.
- Adventist Health and Rideout Drug Testing Services is **not** the primary depositor of records, the employer is to maintain all documentation. Copies of required reports and records will be maintained at Adventist Health and Rideout Drug Testing Services. Employers may contact our office and request copies of such records with 2 business days advance notice. Reports requested without advance notice will incur additional charges. Reports which have been provided previously will incur duplicate record charges.
- Statistical laboratory testing summaries and annual summaries are available upon request with 2 days advance notice.
- Drug testing results will be reported via fax, email or client web portal to the designated employer representative immediately upon completion of medical review. We will act as an intermediary between the MRO and the DER as outlined in 40.355. Results sent via email or electronic transmission will report to your email address from ReportingServices@everitest.net. **DO NOT REPLY TO THIS EMAIL.** The file will be encrypted for security and can be accessed by using the password \_\_\_\_\_ which you requested to be setup for your access. If you do not have a password contact our office to set one up. A hard copy of the results and CCF will be mailed to the employer for record.
- Assistance with company drug & alcohol policy development will be provided upon request at an additional fee.
- Adventist Health and Rideout Drug Testing will forward a link (see below) via text or email to drivers who have a pre-employment test for the DOT Employee Handbook and Clearinghouse driver registration. We will also copy the employer and send an acknowledgment of receipt for the document which you will need to file for your records.

<https://clearinghouse.fmcsa.dot.gov/Register>

<https://www.transportation.gov/sites/dot.gov/files/docs/resources/partners/drug-and-alcohol-testing/2568/employeehandbookeng2019a.pdf>

- Medical Review Services are provided by certified Medical Review Officers as outlined in DOT part 40.121. Adventist Health and Rideout Drug Testing will act as an intermediary in the transmission of drug and alcohol testing information as outlined in DOT part 40.345. Beginning January 6th, 2020 MRO's are required to report verified positive, adulterated, or substituted and refusal to test requiring MRO determination directly to the FMCSA Drug and Alcohol Clearinghouse.
- We only contract with testing laboratories who are SAMHSA certified.
- Collection services and breath alcohol testing will be provided at our office in Yuba City, CA. If necessary, other testing locations will be provided at sites as close to your business as possible. If you require a collection site somewhere other than our facility in Yuba City, please contact our office to arrange for certification verification of your selected collection site. You must have the required custody and control form available for testing.
- A collector is available 24 hours a day 7 days a week for afterhours emergency DOT collections for DOT qualified Post Accident or Reasonable Suspicion/Cause testing. Our company cell phone is 530 218-6651

and pager number 530 740-9584. Contact information is also available on our main phone 530 751-4911 voice mail. Please ensure that emergency post accident kits are in each of your trucks. If you do not have these for the drug and alcohol collections, contact our office.

- DOT required Supervisor training is available through our company quarterly via Microsoft Teams, contact our office to register for the next available training.
- If you designate Adventist Health and Rideout through the FMCSA Drug and Alcohol Clearinghouse and this agreement we will report violations, report return to duty results and follow-up completion and conduct queries on behalf of Marysville Joint Unified School District. This does not include any DOT required driver safety performance history as outlined under FMCSA part 391. If you choose not to designate Adventist Health and Rideout to perform this service you are responsible for all aspects of compliance with the Clearinghouse.
- Copies of drug and alcohol collector and MRO certificates are available upon request within 3 business days.

**Marysville Joint Unified School District agrees to:**

- Conform to all required regulations as set forth in 49 CFR Part 40, Part 382, 390, 391 and 392.
- Notify Adventist Health and Rideout Drug Testing immediately upon hiring and termination of any qualified driver. Each newly hired driver must be evaluated for compliance when hired. Termination notices require date of termination. These notices must be provided in writing.
- Provide Adventist Health and Rideout Drug Testing with the names and phone numbers of each company for whom you "sub haul".
- If you are an owner/operator, you are required to designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. You must also have purchased a query plan before queries can be conducted on your behalf. If fail to comply with any aspect of the Clearinghouse requirements you will be terminated from this program for non-compliance.
- If you are an employer you may designate us as your C/TPA to act on your behalf in the FMCSA Drug and Alcohol Clearinghouse. If you elect us to perform this service you must purchase a query plan before queries can be conducted on your behalf. If you fail to comply with any aspect of the Clearinghouse requirements you will be notified in writing of your failure and you will be responsible for all aspects of compliance with the Clearinghouse.
- Pay for services as received. Billing is done on a monthly basis and payment is due upon receipt. Carrier will be terminated from program if account is 180 days overdue. The carrier will not be eligible for reinstatement.
- Notify Adventist Health and Rideout Drug Testing in writing when terminating this agreement. Date of termination is required.
- Provide at least 2 days advance notice when requesting required records for State or Federal audits.
- Notify Adventist Health and Rideout Drug Testing in writing of any changes to Company Profile, Reporting, Records Clearinghouse, Supervisor Training or Policy.
- Marysville Joint Unified School District will provide copies of any missing drug test CCF and alcohol test results when tests are done at locations other than Adventist Health and Rideout Drug Testing Services in Yuba City, CA. Marysville Joint Unified School District will provide copies of drug and alcohol test results when a driver performs tests "outside" of our pool. Carriers are provided with testing forms specific to their

company. All drug tests done for Marysville Joint Unified School District should be done on these forms. All tests done for Marysville Joint Unified School District on Medtox Lab account 336542395 and 7035871 are automatically associated with Marysville Joint Unified School District .

- All drivers must have a pre-employment DOT drug test on file at our facility, or Marysville Joint Unified School District must provide written verification that the driver meets the pre-employment testing exception, and that Marysville Joint Unified School District wishes to add said driver to the random testing program without a pre-employment drug test.

**The driver must not be allowed to operate under DOT until cleared in the Clearinghouse.**

- All requests for changes including but not limited to: driver addition without test, driver termination or disability, company demographic information change, DER change and program termination are required IN WRITING. Information may be faxed, mailed or e-mailed to our office at time of request. Verbal requests will not be accepted.
- Greg Taylor will function as Designated Employer Representative (DER) for Marysville Joint Unified School District . Greg Taylor or other trained supervisor must be available 24 hours per day in case of driver emergency.

**Charges:**

- Marysville Joint Unified School District will pay an initial registration fee of \$125.00. This one time charge covers the company enrollment. If Marysville Joint Unified School District is terminated and reinstatement is requested, then the company will pay a \$50 reinstatement charge in addition to the registration. Company must also pay any past due account balance. Eligibility for reinstatement will be evaluated on a case by case basis, taking Marysville Joint Unified School District's past history of compliance into consideration. If a company is reinstated, the initial reinstatement charge is \$175.00 plus full payment of any past due balances. An annual renewal fee of \$100.00 will be charged during the first calendar quarter of the year for the upcoming year's participation in the random drug testing program, this is not refundable.
- Marysville Joint Unified School District will be billed \$12.50 per driver per calendar quarter for each calendar quarter of driver enrollment. If Adventist Health and Rideout Drug Testing Services is notified of driver termination after billing, Marysville Joint Unified School District is still responsible for payment for that quarter. This charge covers the cost of random selection, drug and/or alcohol testing (if selected) at our office, specimen analysis, reporting and MRO services. Collections done at sites other than our office may incur an additional off site collection charge.
- Pre-employment, post-accident, reasonable suspicion, return to duty and follow-up drug tests will be billed at \$50 each at the time of testing. Follow-up testing compliance will be billed at \$20 per test required. Observed collections as required by the Department of Transportation will be billed at \$20 per test. These charges cover the cost of collection at our office, laboratory specimen analysis, reporting, driver ID/education materials and MRO services. If the company hires a driver and/or adds a driver to the program without benefit of a pre-employment drug test, the company will incur a charge of \$25 per driver at the time of registration/addition. If the MRO reports a positive, adulterated or substituted DOT test and the driver requests the split specimen to be tested, the split test will be billed at \$250.00. The company has the right to seek reimbursement for this cost under part 40.173.
- Records searches on each new driver will be performed at time of hire on pre-employment testing and annually. Cost for this service will be \$12.50 per record search. Marysville Joint Unified School District may request (in writing) that this service not be performed, and that Marysville Joint Unified School District will be responsible for performance of this requirement. Any company owner who also acts as a driver may not opt out of this. The TPA is required to report and query the FMCSA Drug and Alcohol Clearinghouse on behalf of all owner/operators. As a reminder drivers may not operate using CDL until a query is completed.

- *Return to duty, reasonable suspicion, follow-up and post-accident breath alcohol tests will be billed at \$25 each at the time of testing. This charge covers the cost of testing at our office, reporting and maintenance. Additional EBT confirmation charges, if required, for positive testing will be billed at \$25.00.*
- *If Marysville Joint Unified School District elects to have drivers tested at facilities other than our Yuba City office, it is Marysville Joint Unified School District's responsibility to contact our office to locate an acceptable collection site. If the driver does not have the required Custody and Control Form available, the company may ship a CCF to the driver or the laboratory can ship the form at an additional fee. We are no longer able to request off-site PE or other non-emergency tests without a CCF. You must allow 24-48 hours (business days) for the CCF to arrive. It is recommended that Chain and Custody Forms are placed in all trucks which operate out of our immediate area.*
- *If a collection site is set up through our office, we will pay any additional collection charges incurred up to \$20 for drug screen collection and \$25 for breath alcohol testing. Any charges over those amounts are the responsibility of Marysville Joint Unified School District.*
- *If Marysville Joint Unified School District elects to test a driver outside of the "pool" or sends a driver to a collection site that we have not contracted with, Marysville Joint Unified School District will be responsible for all charges and compliance from that collection site. Marysville Joint Unified School District will also be responsible for ensuring that all test results when driver is tested "out of the pool" are provided to our office so that documentation can be made in your company records. We will not add drivers to the pool without written documentation of compliance with regulations as set forth in 49 CFR Part 382 and Part 40.0*
- *Other charges may be incurred for policy development assistance, supervisor training, duplication of records (if previously provided), duplicate educational materials, non-compliance, reinstatement charges or any consultation services that are performed over and above those contained in the consortium services as outlined above. If Marysville Joint Unified School District fails to notify this consortium of driver unavailability and that driver is subsequently selected for random testing, Marysville Joint Unified School District will be billed a compliance surcharge of \$20.00 per test.*

**Removal from random testing pool:**

- *As a Nationally Accredited Drug Program Administrator, our consortium must ensure compliance with all DOT pool members. If at any time Marysville Joint Unified School District has a documented pattern of non-compliant behavior or actions that are inconsistent with the rules and regulations that are outlined by the DOT or with this testing program Marysville Joint Unified School District shall be removed from the primary random testing pool and added to a pool of their own until Marysville Joint Unified School District can show compliance or services are cancelled. If Marysville Joint Unified School District is removed to their own testing pool they will be held responsible for making the required minimum testing numbers per DOT regulations. Each random test that is completed will be billed to Marysville Joint Unified School District at \$50.00 for drug screen and \$25.00 for EBT.*
- *Marysville Joint Unified School District will be notified of the decision to remove them from the primary random pool in writing and they will be given a time frame in which to change the noncompliance or to terminate services.*

**Termination of Agreement:**

*This agreement will be terminated by Adventist Health and Rideout Drug Testing Services if Marysville Joint Unified School District :*

- *Falls to respond to random testing notices as required by 49 CFR Part 40 and Part 382. Notice of failure to respond will be reported to applicable state and federal agencies.*
- *Falls to follow all regulations as set forth in 49 CFR Part 382 and Part 40.*
- *Falls to pay charges as outlined in this agreement. Account must be kept current at all times in order to continue service. These accounts will not be eligible for reinstatement.*

- *Fails to keep the Consortium apprised of current company and driver information. This information is required in order for Adventist Health and Rideout Drug Testing Services to perform the services as outlined in this agreement.*

**BEFORE THE BOARD OF TRUSTEES  
FOR THE  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2021-22/12**

**Resolution for School Board Recognition Month**

---

**WHEREAS**, an excellent public education system is vital to the quality of life for all California citizens and communities; and

**WHEREAS**, our public education system has faced unprecedented circumstances these past two years as a result of the COVID-19 pandemic; and

**WHEREAS**, our local school boards acted immediately to ensure our children's academic, social-emotional, physical and mental health needs continued to be met at a time when students needed consistent services most; and

**WHEREAS**, school board members continue to advocate to best serve the children in our community each and every day; and

**WHEREAS**, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

**WHEREAS**, school board members work closely with parents, educational professionals and other community members to create the healthiest environments possible where all students can thrive; and

**WHEREAS**, school board members are responsible for building and maintaining the structure that provides a solid foundation for our school system; and

**WHEREAS**, school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district; and

**WHEREAS**, the mission of the public schools to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world is more poignant than ever before;

**NOW, THEREFORE**, I, Fal Asrani, do hereby declare my appreciation to the members of the School Board and proclaim the month of January 2022, as School Board Recognition Month in Marysville. I urge all community members to join me in recognizing the dedication and hard work of local school board members and in working with them to create an education system that meets the needs of our children.

**PASSED AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District on this 25th day of January 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
ATTEST:

Signed and approved by me after its passage.

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Dr. Fal Asrani  
*Secretary to the Board of Trustees*

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Randy Davis  
*President, Board of Trustees*



**Policy 4040: Employee Use Of Technology**

Original Adopted Date: 03/11/2008 | Last Reviewed Date 12/14/2021

~~The Board of Education provides employees, for educational and business purposes, access to district Information Technology Resources ("ITR"). ITR includes, by way of illustration and not limitation, district computers, the Internet, Intranet, e-mail, telephones, the district internal network and any and all files, and documents and/or records stored therein. The use of this technology is intended for these and no other purposes.~~

~~The district will establish policies that regulate the use of this technology and the information developed, transmitted, and downloaded through its use. Administrative regulations will therefore be developed for employee use of district technology and the Internet.~~

~~Employees will be required to sign statements agreeing to district regulations prior to having access to district ITR.~~

~~adopted: March 11, 2008 — Marysville, California~~

The Board of Education recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and



agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

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**Regulation 4040: Employee Use Of Technology**

Status:

**Original Adopted Date:** 03/11/2008 | **Last Reviewed Date** 12/14/2021

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Communications and computer technology at Marysville Joint Unified are provided and maintained for instructional, educational, and administrative purposes. This administrative procedure implements Board Policy 4040 Employee Use of Technology, and governs the use of all District technology by employees and other authorized users during the performance of their duties.

**Personal Responsibility**

District technology equipment and resources are provided for instructional or administrative use. The need for occasional personal use is recognized. It is understood that such use shall not interfere with an employee's duties and responsibilities. Staff shall use the District technology in a responsible, ethical, and legal manner.

The use of District technology for a commercial business such as buying or selling products or promoting services for personal gain and/or profit is prohibited.

District electronic resources cannot be used to communicate, advertise, or solicit for non-district sponsored events or political/religious activities. It is not the intent of this provision to limit otherwise legal communication by bargaining units or employee organizations.

The District maintains a public-access Internet site and an Intranet site. All materials published on these sites must follow the same procedures that apply to printed material.

**Acceptable Use**

**Communication and Internet Access**

It is a general policy that computer or network resources are to be used in a responsible, ethical, and legal manner in support of education, business, and goals of the District.

Each user is responsible for adherence to this policy at all times when using electronic information services. Violation of this policy and/or misuse of network resources may result in disciplinary action which may include, but not be limited to, loss of privileges.

Web sites accessible via the Internet may contain material that is illegal, defamatory, inaccurate, or potentially offensive to some people. The District provides filtering and blocking barriers to identified Internet sites, resources, and content. Should an employee see any unacceptable materials, he/she is encouraged to notify the Technology Department immediately.

**Proper Use and Care of Equipment**

Many users, especially at school sites, will be sharing systems as part-time users. In this scenario, subsequent users will suffer if systems are improperly configured or damaged by previous users.

In some cases, special software is used to protect essential system configurations, requiring each user to log-on individually and enabling only the services for which the user is authorized.

Users are responsible for damage to or loss of District equipment per board guidelines (Administrative Regulation 3515.4). District vandalism policies apply, making users liable for intentionally inflicted damage. Employees who are personally assigned portable technology devices such as laptops, cellular phones, electronic tablet devices, etc., shall return those devices to the District upon demand.

### **Applications on Local Machines**

Users are not authorized to attempt repairs or installation of software on District equipment. All installation or repairs should be requested in the District work order system. Prior to installing or modifying applications on a desktop machine, users shall seek approval from and work with the IT Department. Any unauthorized changes to systems, operating software, application software, or hardware configurations will be uninstalled when discovered by technology or instructional staff.

### **Applications and Devices on Network Servers**

The District Technology Department is responsible for acquisition and installation of applications and ensuring the proper configuration and safeguarding network security and performance by authorizing the use of all peripheral devices, including but not limited to, desktop/laptop computers, printers, network equipment, wireless access points, web cameras, or other types of hardware to the District's network or telephone systems. Any equipment found to be in violation of this policy will be immediately disconnected.

The District takes no responsibility for lost, damaged, or stolen personal devices. Upon employee request, the District may provide the use of District-owned applications installed by District Technology personnel on personal devices. The District takes no responsibility for personal device performance if the District-owned application is installed on a personal device. The employee agrees to bring in their personal device upon the request of the District, or upon separation from the District, to remove the District-owned and provided application for redistribution.

All the rules and regulations stated in the District Technology Use Agreement are applicable to wireless connectivity, as well as all network connections.

### **Data Security and Confidentiality**

Employees and other authorized users will keep all student information confidential. Printing, posting, sharing, and/or displaying of student information in a public area, even without the student name, violates Federal confidentiality laws. Employees and authorized users will keep employee information confidential as required by law.

### **Security and Passwords**

Security on any computer system is a high priority. A breach of security compromises the integrity of our student records, curriculum, attendance accounting, business records, confidential student and employee data, and communications. To maintain security, users are issued unique passwords to enable their access. All users are informed and understand that the District maintains the right, with cause, to access at any time, without advance notice or consent, all applications and files on the District-provided computer and electronic systems without use of the individual user ID and password.

Users should always:

- Maintain confidentiality of their password, never giving it out
- Access the system under their own account
- Adhere to the established security rights and privileges assigned to their account or equipment
- Logout of a computer prior to allowing use by another person

### **Expected Privacy**

The District's computer resources and all user accounts are the property of the District. There is no right to privacy in the use of the computer resources or user accounts, and the District reserves the right to monitor and access information on the system and in user accounts for purposes of determining whether a violation of state or federal law, Board policy, or District Administrative Procedures has occurred. The District will remove any information on the system which it determines to be in violation of state or federal law, Board policy, or District Administrative Procedures.

Electronic data, including email which is transmitted over the District's computer resources and/or through the Internet, is not confidential. The transfer of information which is intended to be confidential should not be sent through the District's computer resources.

### **Employee Acknowledgement**

All employees of Marysville Joint Unified and authorized users who have access to District technology will be required to acknowledge that they have received, read, and accepted the guidelines of this administrative procedure at the beginning of each new school year.

**Exhibit 4040: Employee Use Of Technology**

Status:

Original Adopted Date: 03/11/2008 | Last Reviewed Date 12/14/2021

**ACCEPTABLE USE AGREEMENT  
AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)**

The Marysville Joint Unified School District authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

**Definitions**

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

**Employee Obligations and Responsibilities**

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic

identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

## **Privacy**

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.

## **Personally Owned Devices**

If an employee uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.



## **Records**

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

## **Reporting**

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

## **Consequences for Violation**

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

## **Employee Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(Please print)

School/Work Site: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy 6163.4: Student Use Of Technology**

Original Adopted Date: 03/11/2008 | Last Revised Date 09/10/2013 | Last Reviewed Date 12/14/2021

The Board of Education intends that technological resources provided by the district be used in a safe, **and** responsible, ~~and proper~~ manner in support of the instructional program and for the advancement of student learning. **All students using these resources shall receive instruction in their proper and appropriate use.**

**Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.**

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district ~~computers~~ **technology**, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Student Technology Acceptable Use ~~Policy~~ **Agreement**.

**District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.**

~~Before using the district's technological resources, each~~ **a student is authorized to use district technology, the** student and his/her parent/guardian shall ~~sign and return a~~ **agree to the** Student Technology Acceptable Use Policy **Agreement** ~~specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence~~ **and They shall also agree to indemnify and hold harmless the district and district personnel staff** for any damages or costs incurred.

**The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and**



objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review ~~this policy, the accompanying administrative regulation, and other relevant~~ and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

#### **~~Use of District Computers for Online Services/Internet Access~~ Internet Safety**

The Superintendent or designee shall ensure that all district computers ~~computers~~ devices with Internet access have a technology protection measure that ~~blocks or filters Internet~~ protects against access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 6777 USC 7131, 47 USC 254, 47 CFR 54.520)

~~The Board desires to protect students from access to inappropriate matter on the Internet.~~ To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. He/she also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

~~Staff shall supervise students while they are using online services and may ask teacher aides, student aides, and volunteers to assist in this supervision.~~

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs
2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding the ~~district's acceptable use agreement, including instruction on the safe use of~~ **safe and appropriate behavior on** social networking sites, **chat room**, and other Internet services. **Such instruction shall include,** but not **be** limited to, the dangers of posting **one's own** personal **identification** information online, misrepresentation by online predators, and how to report inappropriate or offensive content or threats, **behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.**



**Exhibit 6163.4: Student Use Of Technology - Acceptable Use Agreement**

Original Adopted Date: 05/13/2008 | Last Revised Date 02/19/2020 | Last Reviewed Date 12/14/2021

## **The Marysville Joint Unified School District Student Acceptable Use Agreement**

### **Introduction**

Marysville Joint Unified School District (MJUSD) recognizes that access to technology in school gives students and teachers greater opportunities to learn, engage, communicate, and develop skills that will prepare them for work, life, and citizenship. We are committed to helping students develop 21-century technology and communication skills.

To that end, we provide access to technologies for student use. This Acceptable Use Agreement outlines the guidelines and behaviors that users are expected to follow when using school technologies or when using personally-owned devices on the school campus.

- The network is intended for educational purposes.
- All activity over the network or using district technologies may be monitored and retained.
- Access to online content via the network may be restricted in accordance with our policies and federal regulations, such as the Children's Internet Protection Act (CIPA).
- Students are expected to follow the same rules for good behavior and respectful conduct online as offline.
- Misuse of school resources can result in disciplinary action.
- We make a reasonable effort to ensure students' safety and security online, but will not be held accountable for any harm or damages that result from misuse of school technologies.
- Users of the network or other technologies are expected to alert school staff immediately of any concerns for safety or security.

In order for students to utilize District technology resources, both the District's parent(s)/guardian(s) and the student must sign and acknowledge receipt of the agreement and sign it, indicating the student agrees to comply with the agreement. The District will not grant access to information technology until this signed form is received.

### **Technologies Covered**

MJUSD may provide Internet access, desktop computers, mobile computers or devices, videoconferencing capabilities, online curriculum, online collaboration capabilities, learning management systems, email, and more.

As new technologies emerge, MJUSD will attempt to provide access to them. The policies outlined in this document are intended to cover all available technologies, not just those specifically listed.

### **Usage Policies**

All technologies provided by MJUSD are intended for educational purposes. All users are expected to use good judgment and to follow the specifics of this document as well as the spirit of it: be safe,

appropriate, careful and kind; don't try to get around technological protection measures; use good common sense; and ask if you don't know.

### Training

A student will not receive access to information technology until they have been given instruction from a MJUSD faculty member as to proper behavior and use of the network.

### Web Access

MJUSD provides its users with access to the Internet, including web sites, resources, content, and online tools. That access will be restricted in compliance with CIPA regulations and school policies. In order to comply with both CIPA and its implementing rules, the District will make a reasonable effort to filter out material and pictures that constitute: (a) obscenity; (b) child pornography; or (c) material harmful to minors, for computers that are accessed by minors. These efforts include, by way of illustration and not limitation, the following precautions:

- a. Blocking access by minors to inappropriate material on the internet.
- b. Preventing unauthorized access, including so-called "hacking," and other unlawful activities by minors online.
- c. Preventing unauthorized disclosure, use, and dissemination of personal information regarding minors.
- d. Restricting minors' access to materials harmful to them.

Users are expected to respect that the web filter is a safety precaution and should not try to circumvent it when browsing the Web. If a site is blocked and a user believes it shouldn't be, the user should follow protocol to alert a school staff member or submit the site for review.

### No Expectation of Privacy

Users have no expectation of privacy while using District information technology. District staff may monitor or examine all system activities to ensure proper use of the system.

### Email

MJUSD has created email accounts for all students in grades K-12 to allow for collaborative sharing using the District's student safe email system. The district uses Google for these accounts. These accounts will be used at school for school related projects but may be used outside of school for personal email by students with their parents' permission. The accounts will allow access to the wealth of collaborative tools available to students and teachers once these accounts are assigned. No student will be assigned an email account until this signed form is received.

The email naming convention will include graduation year, part of the student's name, and a part of their ID number ~~be firstinitiallastname@mjudstudent.net. In cases of duplicates, some numbers may be added to the end of the firstinitiallastname (i.e. jdoe247@mjudstudent.net.)~~ For example, John Smith graduation in 2029 with an ID number of 123456 would have an email address of 29jsmi456@mjud.k12.ca.us. This email address will be considered the student's official MJUSD email address until such time as the student is no longer enrolled in MJUSD.

Field Code Changed

Email accounts should be used with care. Users should not send personal information; should not attempt to open files or follow links from unknown or untrusted origin; should use appropriate language; and should only communicate with other people as allowed by the District policy or the teacher.

Ex 6163.4 page 2

—MJUSD|modified 12/03/21

Users are expected to communicate with the same appropriate, safe, mindful, courteous conduct online as offline. Email usage may be monitored and archived. In addition, in the normal course of system administration, system administrators may have to examine activities, files, and email to gather sufficient information to diagnose and correct problems within system software or hardware.

Users of student email are strictly prohibited from accessing files and information other than their own. Like all District technologies, access to and use of student email is considered a privilege given at the discretion of MJUSD. The District reserves the right to access ~~student the-mjusedstudent.net~~ email accounts, including current and archival files of user accounts, when there is reasonable suspicion that unacceptable use has occurred. The District maintains the right to immediately withdraw the access and use of student email when there is reason to believe that violations of law or District policies have occurred. In such cases, the alleged violation will be referred to the Principal for further investigation and adjudication.

#### **Social / Web 2.0 / Collaborative Content**

Recognizing that collaboration is essential to education, MJUSD may provide users with access to web sites or tools that allow communication, collaboration, sharing, and messaging among users. (See also the section on Social Media Responsible Use Guidelines, below.)

Users are expected to communicate with the same appropriate, safe, mindful, courteous conduct online as offline. Posts, chats, sharing, and messaging may be monitored. Users should be careful not to share personally-identifying information online.

#### **Mobile Devices Policy**

MJUSD may provide users with mobile computers or other devices to promote learning both inside and outside of the classroom. Users should abide by the same acceptable use policies when using school devices off the school network as on the school network.

Users are expected to treat these devices with extreme care and caution; these are expensive devices that the school is entrusting to your care. Users should report any loss, damage, or malfunction to school staff immediately. Users may be financially accountable for any damage resulting from negligence or misuse.

Use of school-issued mobile devices, including use of the school network, may be monitored.

#### **Personally-Owned Devices**

Students may use personally-owned devices (~~i.e. including~~ laptops, tablets, smartphones, ~~and~~ cell phones, ~~etc.~~) at any time during school hours—unless such use interferes with the delivery of instruction by a teacher or staff or creates a disturbance in the educational environment. Any misuse of personally-owned devices may result in disciplinary action. Therefore, proper ~~network-etiquette~~ network etiquette and adherence to the Acceptable Use Agreement should always be used. In some cases, a separate network may be provided for personally-owned devices.

#### **Security**

Users are expected to take reasonable safeguards against the transmission of security threats over the school network. This includes not opening or distributing infected files or programs and not opening files or programs of unknown or untrusted origin. If you believe a computer or mobile device you are using might be infected with a virus, please alert a school staff member. Do not attempt to remove the



virus yourself or download any programs to help remove the virus. -In order to maintain security for District technology resources, students must abide by the following directives:

- If you identify a security problem, notify the classroom teacher, site administrator, or District system administrator at once.
- Never demonstrate the problem to other users.
- Never use another individual's account without written permission from that person.
- All use of the system must be under your own account if one was provided.
- Never engage in intentional conduct designed to circumvent any District security devices or software including, by way of illustration and not limitation, firewalls and/or filtering or blocking programs.
- Never download software (including, by way of illustration and not limitation, games and instant messaging programs), hardware, attachments, graphics, photos, documents or any other files to District computers unless otherwise authorized by a teacher, administrator, or system administrator.

Any user identified as a security risk will be denied access to the information technology system.

#### **Updating**

The information technology service may occasionally require new registration and account information from you to continue the service. You must notify the information technology system administrator of any changes in your account information.

#### **Downloads**

Users should not download or attempt to download or run .exe programs over the school network or onto school resources without express permission from IT staff. You may be able to download other file types, such as images or videos. For the security of our network, download such files only from reputable sites and only for educational purposes.

#### **Network Etiquette**

- Users should always use the Internet, network resources, and online sites in a courteous and respectful manner.
- Users should also recognize that among the valuable content online is unverified, incorrect, or inappropriate content. Users should use trusted sources when conducting research via the Internet.
- Users should also remember not to post anything online that they wouldn't want parents, teachers, or future colleges or employers to see. Once something is online it can be shared and spread in ways you never intended.

#### **Plagiarism**

- Users should not plagiarize (or use as their own, without citing the original creator) content, including words or images, from the Internet.
- Users should not take credit for things they didn't create themselves, or misrepresent themselves as an author or creator of something found online. Research conducted via the Internet should be appropriately cited, giving credit to the original author.

### **Personal Safety**

If you see a message, comment, image, or anything else online that makes you concerned for your personal safety, bring it to the attention of an adult (teacher or staff if you're at school; parent if you're using the device at home) immediately.

- Users should never share personal information, including phone number, address, social security number, birthday, or financial information over the Internet without adult permission.
- Users should recognize that communicating over the Internet brings anonymity and associated risks and should carefully safeguard the personal information of themselves and others.
- Users should never agree to meet someone they meet online in real life without parental permission.

Staff will closely supervise students while using online services and may ask instructional assistants and student aides to assist this supervision.

### **Cyberbullying**

Cyberbullying will not be tolerated. Harassing, dissing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyberstalking are all examples of cyberbullying. Don't be mean. Don't send emails or post comments with the intent of scaring, hurting, or intimidating someone else.

Engaging in these behaviors, or any online activities intended to harm (physically or emotionally) another person, will result in severe disciplinary action and loss of privileges. In some cases, cyberbullying can be a crime. Remember that your activities are monitored and retained.

### **Examples of Acceptable Use**

I will:

- Use school technologies for school-related activities and research.
- Follow the same guidelines for respectful, responsible behavior online that I am expected to follow offline.
- Treat school resources carefully, and alert staff if there is any problem with their operation.
- Encourage positive, constructive discussion if allowed to use communicative or collaborative technologies.
- Alert a teacher or other staff member if I see threatening/bullying, inappropriate, or harmful content (images, messages, posts) online.
- Use school technologies at appropriate times, in approved places, for educational pursuits only.
- Cite sources when using online sites and resources for research; ensure there is no copyright infringement.
- Recognize that use of school technologies is a privilege and treat it as such.
- Be cautious to protect the safety of myself and others.
- Help to protect the security of school resources.

This is not intended to be an exhaustive list. Users should use their own good judgment when using school technologies.

## Examples of Unacceptable Use

I will not:

- Use school technologies in a way that could be personally or physically harmful to myself or others.
- Search inappropriate images or content.
- Engage in cyberbullying, harassment, or disrespectful conduct toward others—staff or students.
- Try to find ways to circumvent the school's safety measures and filtering tools.
- Use school technologies to send spam or chain mail.
- Plagiarize content I find online.
- Post personally-identifying information about myself or others.
- Agree to meet someone I meet online in real life without parental permission.
- Use language online that would be unacceptable in the classroom.
- Use school technologies for illegal activities or to pursue information on such activities.
- Attempt to hack or access sites, servers, accounts, or content that isn't intended for my use.

This is not intended to be an exhaustive list. Users should use their own good judgment when using school technologies.

## Social Media Responsible Use Guidelines

The District may encourage teachers, students, staff, and other school community members to use social networking/media as a way to connect with others, share educational resources, create and curate educational content, and enhance the classroom experience.

Social networking/media includes, by way of illustration and not limitation: Twitter, Facebook, My Space, Blogspot, Word Press, YouTube, Vine, Instagram and other networks, websites and blogs which allow online communication/interaction between users. If you have a question regarding whether a particular application, program, or website constitutes social networking/media, please seek assistance from a teacher or administrator.

While social networking is valuable, there are some risks involved in its use. In the social media world, the lines are blurred between what is public or private, personal or professional. The following guidelines are specific to social networking/media. You must follow them any time you utilize social networking/media for MJUSD or school-related purposes. These must be applied in conjunction with the acceptable use rules contained in this document, and all acceptable use rules apply to social networking/media.

When using social networking, you must: Use good judgment

- We expect you to use good judgment in all situations.
- You must know and follow all District policies, regulations, and procedures regarding use of technology, as well as all applicable disciplinary policies.
- Regardless of your privacy settings, ***assume that all of the information you have shared on your social network is public information, and treat it as such.***
- Users are responsible for their own behavior, and will be subject to discipline for violations of these guidelines where appropriate, including violations of District policies regarding cyberbullying and related misconduct.
- Be respectful.

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+MJUSD|modified 12/03/21



- Always treat others in a respectful, positive, and considerate manner.
- Social networking/media should be utilized during school hours only during times when it is allowed by the teacher or other authorized adult.

#### Be responsible and ethical

Unless you are specifically authorized to speak on behalf of MJUSD or your school as a spokesperson, you should state that the views expressed in your postings, etc. are your own. Only discuss matters that are within your area of responsibility.

- Be open about your affiliation with MJUSD.
- Be a good listener.
- Keep in mind that one of the biggest benefits of social media is that it gives others another way to talk to you, ask questions directly, and to share feedback.
- Be responsive to others when conversing online. Provide answers, thank people for their comments, and ask for further feedback, etc.
- Always do at least as much listening and responding as you do “talking.”
- Report any violations of this policy immediately.

#### Don't share the following:

##### Confidential information

- Do not publish, post, or release information that is considered confidential or not public. If it seems confidential, it probably is. Online “conversations” are never private. Do not use your birth date, address, and cell phone number on any public website.
- Private and personal information.
- To ensure your safety, be careful about the type and amount of personal information you provide. Avoid talking about personal schedules or situations.
- NEVER give out or transmit personal information of students, parents, or school staff.
- Don't take information you may receive through social networking (such as email addresses, customer names, or telephone numbers) and assume it's the most up-to-date or correct.
- Always respect the privacy of MJUSD and school community members.

#### Please be cautious with respect to:

##### Images

- Respect brand, trademark, copyright information and/or images of MJUSD or school (if applicable).
- You may use photos and video (products, etc.) that are available on MJUSD's or school's website.
- It is generally not acceptable to post pictures of students without the expressed written consent of their parents.
- Do not post pictures of others without their permission.

#### Other sites

- A significant part of the interaction on blogs, Twitter, Facebook, and other social networks involves passing on interesting content or linking to helpful resources. However, MJUSD is ultimately responsible for any content that is shared. Don't blindly repost a link without looking at the content first.
- Pay attention to the security warnings that pop up on your computer before clicking on unfamiliar links. They actually serve a purpose and protect you and MJUSD.
- When using Twitter, Facebook, and other tools, be sure to follow their printed terms and conditions.

And if you don't get it right...

- Be sure to correct any mistake you make immediately, and make it clear what you've done to fix it.
- Apologize for the mistake if the situation warrants it.
- If it's a MAJOR mistake (e.g., exposing private information or reporting confidential information), tell an administrator immediately so the school or MJUSD can take the proper steps to help minimize the impact it may have.
- If you are uncomfortable with any social media interactions which have occurred, immediately report the issue to a teacher or administrator.

#### Limitation of Liability

MJUSD makes no warranties of any kind, whether expressed or implied, for the service it is providing. MJUSD will not be responsible for damage or harm to persons, files, data, or hardware. Damages include loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. While MJUSD employs filtering and other safety and security mechanisms, and attempts to ensure their proper function, it makes no guarantees as to their effectiveness. MJUSD specifically disclaims any responsibility for the accuracy of information obtained through its services. Further, MJUSD will not be responsible, financially or otherwise, for unauthorized transactions conducted over the school network.

#### Violations of this Acceptable Use Agreement

Students accept responsibility for compliance with this agreement and for reporting any misuse of the information technology network to the classroom teacher, site administrator, or district Technology Department. Misuse is defined as any violation of this agreement. The District's system administrator(s) (operating under the aegis of the school board and the district office) will decide what constitutes appropriate use. Their decision is final. The system administrator may deny access at any time deemed necessary.

Use of the information technology system is a privilege and not a right. Violations of this agreement may have disciplinary repercussions, including:

- Suspension of network, technology, or computer privileges in extreme cases.
- Notification to parents in most cases.
- Detention or suspension from school and school-related activities.
- Legal action and/or prosecution.

## STUDENT

I understand and will abide by the provisions and conditions of this agreement. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any violations of this agreement or any other district policy or policies regulating information technology resources to the classroom teacher, site administrator, or District system administrator. All the rules of conduct described in this agreement apply when I am on the network.

\_\_\_\_\_  
(Student Printed Name)

\_\_\_\_\_  
(Student Signature)

\_\_\_\_\_  
(Date)

## PARENT/GUARDIAN

All students must have the signature of a parent/guardian who has read this agreement. As the parent/guardian of this student, I have read this contract and understand that it is designed for educational purposes. I have reviewed this contract with my student. My student and I understand that it is impossible for the District to restrict access to all controversial materials, and I will not hold the District responsible for materials acquired on the network. My student and I also agree to report any violations of this agreement or any other District policy or policies regulating information technology resources to the District system administrator. I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give my permission to issue an account for my child and certify that the information contained on this form is correct.

\_\_\_\_\_  
(Parent Printed Name)

\_\_\_\_\_  
(Parent Signature)

\_\_\_\_\_  
(Date)

**EMPLOYMENT CONTRACT**  
**between**  
**DR. ROCCO GRECO**  
**and the**  
**GOVERNING BOARD**  
**of the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**OF YUBA COUNTY, CALIFORNIA**

This Employment Contract ("Contract") is by and between the Governing Board of the Marysville Joint Unified School District ("Board" or "District") and Dr. Rocco Greco ("Interim Assistant Superintendent of Personnel Services"), collective referred to as "the Parties."

Now, therefore, the Parties agree as follows:

**I. TERM**

The initial term is set forth in Appendix 1.

**II. COMPENSATION**

**A. Base Salary**

1. District shall pay Interim Assistant Superintendent of Personnel Services an annual salary of One Hundred Eighty-Four Thousand Dollars (\$184,000.00).
2. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate, for services rendered during the preceding month.

**B. Annual Adjustment to Base Salary**

1. Any such increase to base salary shall be acted upon by the Board in an open and public meeting.
2. The Interim Assistant Superintendent of Personnel Services operates under the "Me-Too" clause, similar to other certificated staff.



### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF INTERIM ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES**

#### **A. Professional Duties and Responsibilities**

Interim Assistant Superintendent of Personnel Services shall perform all of the duties and responsibilities set forth in the job description, attached hereto as Appendix 2.

#### **B. Applicable Laws**

This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. To the extent such laws, rules, and regulations have not been lawfully superseded by this Contract, they are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Interim Assistant Superintendent of Personnel Services shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all lawful directions of the Superintendent and the Board.

### **IV. DUTY, NON-DUTY DAYS, AND OTHER BENEFITS**

#### **A. Regular Service**

1. Interim Assistant Superintendent of Personnel Services shall be required to render two hundred twenty-four (224) days of full and regular service to the District during each annual period covered by this Contract.
2. The work year is normally exclusive of Saturdays, Sundays, holidays, and twenty-three (23) nonduty days.
  - a. The Board encourages Interim Assistant Superintendent of Personnel Services to utilize non-duty days.
  - b. Non-duty days do not accrue from year-to-year. However, Interim Assistant Superintendent of Personnel Services may request that he be permitted to carry over a maximum of five (5) non-duty days.
  - c. Non-duty days have no cash value except, at time of separation from District service, Interim Assistant Superintendent of Personnel Services shall be compensated for up to ten (10) accumulated and unused non-duty days.

B. Illness Leave

Interim Assistant Superintendent of Personnel Services shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave may accumulate without limit.

C. Other Leaves

District shall provide Interim Assistant Superintendent of Personnel Services with such other leaves as are provided to other management employees of District.

D. Reporting

Interim Assistant Superintendent of Personnel Services shall report, in the same manner as other management employees, his usage of the leaves provided in this Article (IV.).

**V. GOALS AND OBJECTIVES**

A. Annual Establishment

Not later than January 30, 2022, and each subsequent October thereafter during the term of this Contract, Interim Assistant Superintendent of Personnel Services and the Superintendent shall establish goals and objectives for the coming school year.

B. Evaluation Criteria

These goals and objectives shall be among the criteria by which Interim Assistant Superintendent of Personnel Services is evaluated (see Article VI., below).

**VI. EVALUATION**

A. In Writing

The Superintendent shall evaluate, in writing, the performance of Interim Assistant Superintendent of Personnel Services (see Section VI.D.2. below).

B. Minimum Assessment Criteria

The evaluation shall, at a minimum, assess Interim Assistant Superintendent of Personnel Services' performance as it relates to: the professional duties and responsibilities of Interim Assistant Superintendent of Personnel Services as set forth in Article III., the goals and objectives established as set forth in Article V., and applicable law and Governing Board policy.

C. Format and Procedures

1. The final format, criteria, and procedures of Interim Assistant Superintendent of Personnel Services' evaluation shall be annually established by the Superintendent and may include Interim Assistant Superintendent of Personnel Services' self-evaluation.
2. The evaluation format shall:
  - a. Provide for a rating system such that the Superintendent may indicate whether the performance of Interim Assistant Superintendent of Personnel Services is:
    - outstanding.
    - successfully completed.
    - progressing acceptably.
    - making little progress.
    - unsatisfactory.
  - b. Assess both overall performance and the specific criteria established by the Superintendent.

D. Timelines

1. Annual Written Evaluation: The Superintendent shall complete the annual written evaluation of Interim Assistant Superintendent of Personnel Services not later than May 1st of each year of this Contract.
2. A copy of the written evaluation shall be delivered to Interim Assistant Superintendent of Personnel Services no later than May 15th of each school year of this Contract.
3. Interim Assistant Superintendent of Personnel Services shall have the right to make a written response to the evaluation. Such response, if submitted to the Superintendent by May 30<sup>th</sup>, shall become a permanent attachment to the evaluation.
4. On or before June 1<sup>st</sup> of each school year of this Contract, the Interim Assistant Superintendent of Personnel Services and Superintendent shall meet to discuss Interim Assistant Superintendent of Personnel Services' written evaluation.

E. Performance Deemed Unsatisfactory

If the Superintendent determines that the performance of Interim Assistant Superintendent of Personnel Services is unsatisfactory in any respect, the written

report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement where the Superintendent has deemed performance to be unsatisfactory and may include recommendations in other instances if the Board deems such to be appropriate.

## **VII. PROFESSIONAL GROWTH OF INTERIM ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES**

- A. District encourages the continuing professional growth of Interim Assistant Superintendent of Personnel Services through his participation in:
  - 1. The operations, programs, and other activities conducted or sponsored by local, State, and national school board associations.
  - 2. Seminars and courses offered by public or private educational institutions.
  - 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Interim Assistant Superintendent of Personnel Services to perform his professional responsibilities for District.
  - 4. Local civic organizations.
- B. In its encouragement, District shall permit a reasonable amount of release time for Interim Assistant Superintendent of Personnel Services to attend such matters and shall pay in accordance with Board policy, necessary travel and subsistence expenses.

## **VIII. EXPENSE REIMBURSEMENT**

- A. General Expenses
  - 1. Except as otherwise provided in this Contract, District shall reimburse Interim Assistant Superintendent of Personnel Services for all actual and necessary expenses that have been incurred within the scope of employment.
    - a. In accordance with prudent business practices, payment shall require countersignature by the Superintendent.
    - b. District shall provide Interim Assistant Superintendent of Personnel Services with a credit card to facilitate the payment of actual and necessary expenses.
  - 2. Reimbursement of all expenses shall be in accordance with Board policy.

B. Professional Organizations and Committees

1. ACSA

District shall pay Interim Assistant Superintendent of Personnel Services' annual membership charges to the Association of California School Administrators (ACSA).

2. Others

District shall pay membership fees for Interim Assistant Superintendent of Personnel Services in various other professional organizations and committees subject to prior approval by the Board. Interim Assistant Superintendent of Personnel Services is encouraged to participate in such activities.

**IX. OTHER BENEFITS**

A. Health and Welfare Benefits

During employment as Interim Assistant Superintendent of Personnel Services, Interim Assistant Superintendent of Personnel Services shall receive medical, dental, and vision insurance in the same manner as those benefits are granted to District's other management employees.

B. Transportation

District shall reimburse Interim Assistant Superintendent of Personnel Services for use of Interim Assistant Superintendent of Personnel Services' personal vehicle only for travel that is beyond the boundary of counties contiguous to Yuba County, in accordance with Board Policy, or otherwise approved by the Superintendent.

C. Technology Allowance

District shall provide Interim Assistant Superintendent of Personnel Services with a technology allowance of fifty dollars (\$50.00) per month to ensure constant access by telephone, internet, etc.

## **X. EXTENSION OF EMPLOYMENT CONTRACT**

### **A. Recommendation to Extend**

Each year that Interim Assistant Superintendent of Personnel Services' written evaluation for the school year just completed is deemed as "progressing acceptably" or better in all areas by the Superintendent (see Article VI.C.), the Superintendent shall make a recommendation to the Board to extend this Contract for one (1) additional year (July 1 through June 30). If the majority of the Board concurs, this Contract shall be extended by the Board for one (1) additional year. If the majority of the Board determines that the performance of Interim Assistant Superintendent of Personnel Services is unsatisfactory in any respect, the Board shall generate a written report that describes such unsatisfactory performance in reasonable detail. The report shall include recommendations where the Board has deemed performance to be unsatisfactory.

### **B. Board Action to Approve**

The Superintendent's recommendation regarding an extension to this Contract will be considered by the Board and acted upon in an open public meeting of the Board.

### **C. Acceptance**

Interim Assistant Superintendent of Personnel Services shall advise the Superintendent within fifteen (15) days after the Board's action whether he accepts the Contract.

### **D. Continued Applicability**

If this Contract is extended by operation of this Article (X.), this provision continues to apply to the Contract as extended.

## **XI. NON-RENEWAL OF EMPLOYMENT CONTRACT**

### **A. Six Months' Notice**

Should the Board determine that it does not wish to re-employ Interim Assistant Superintendent of Personnel Services under any successor contract, the Board shall give written notice of this decision to Interim Assistant Superintendent of Personnel pursuant to Education Code section 35031 (sixty [60] days) prior to the end of this Contract, or any successor contract.

B. Interim Assistant Superintendent of Personnel's Requirement to Notify

Interim Assistant Superintendent of Personnel Services shall remind the Board of the requirement to give this notice, in writing, at the last regular Board meeting which is at least sixty (60) calendar days prior to the last day to give the notice required by Article XI.A.

**XII. TERMINATION OF EMPLOYMENT CONTRACT**

This employment Contract may be terminated prior to its normal expiration by:

- A. Mutual agreement of the Parties.
- B. Retirement of Interim Assistant Superintendent of Personnel Services.
- C. Physical or mental inability of the Interim Assistant Superintendent of Personnel Services to perform his duties.
- D. 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 a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board.
  - 2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this Article (XII.), the Board shall notify Interim Assistant Superintendent of Personnel Services in writing. Upon request, the Board shall serve upon Interim Assistant Superintendent of Personnel Services a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Interim Assistant Superintendent of Personnel Services will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. If Interim Assistant Superintendent of Personnel Services chooses to be accompanied by legal counsel at such meeting, Interim Assistant Superintendent of Personnel Services shall bear any costs therein involved. Such meeting shall be conducted in closed session. Interim Assistant Superintendent of Personnel Services shall be provided a written decision describing the results of the meeting.



E. Governing Board Option.

1. Notwithstanding any other provision of this Contract, the Board shall have the sole right, upon providing at least sixty (60) calendar days' notice, to terminate this Contract during its term as set forth below.
  - a. If the Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. through D. above, it shall pay to Interim Assistant Superintendent of Personnel Services his base salary for the lesser of either twelve (12) months or for the number of days remaining on this Contract.
  - b. The twelve (12) month payment period shall commence on the date of notification.
2. If Interim Assistant Superintendent of Personnel is gainfully employed, or commences drawing retirement benefits from a retirement system during any portion of the time he is being compensated by District pursuant to this Paragraph E., such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this Article (XII.).

For each affected month during the period of time Interim Assistant Superintendent of Personnel Services is to be compensated by District pursuant to this Paragraph E., Interim Assistant Superintendent of Personnel Services shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this Article (XII.) for the following month.

3. The compensation set forth in Paragraph E.1., above, shall be the only compensation of any kind which shall be due to Interim Assistant Superintendent of Personnel Services if this Contract is terminated by the Board pursuant to this Paragraph E.
4. *Note: The following paragraph (E.4.) is set forth only because California Government Code section 53260(a)(2) requires its presence in certain employment contracts. Due to the existence of paragraphs E.1., E.2., and E.3., however, this paragraph (E.4.) is of no force or effect.*

If this Employment Contract is terminated, the maximum cash settlement that Interim Assistant Superintendent of Personnel Services may receive shall be an amount equal to the monthly salary of Interim Assistant Superintendent of Personnel Services multiplied by the number of months left on the unexpired term of the Contract. However, if the unexpired term of the Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Interim

Assistant Superintendent of Personnel Services multiplied by twelve (12)  
(California Government Code section 53260(a)(2).)

### XIII. 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 all Parties or their successors in interest to this Contract. If any Board policy, regulation, etc. is inconsistent with this Contract, this Contract shall prevail.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.
- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California.
- D. This Contract shall inure to the benefit of and be binding upon the heirs, administrators, successors, and assigns of the Parties hereto.

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

### GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President of the Governing Board

### Acceptance:

I accept this offer of employment and agree to comply with the conditions of this Contract and to fulfill all of the duties of employment of Interim Assistant Superintendent of Personnel Services for the Marysville Joint Unified School District.

  
J. R. Rasmussen

Date: 1/19/22

**TERM**

**1. Term of Contract**

- 1.1 The Parties agree that Rocco Greco shall be employed as the Interim Assistant Superintendent of Personnel for a term commencing January 1, 2022 and ending June 30, 2022.
- 1.2 This term may be extended pursuant to Article X. of this Employment Contract.

**INSERT JOB DESCRIPTION HERE**



## Marysville Joint Unified School District

**POSITION TITLE: ASSISTANT SUPERINTENDENT, PERSONNEL SERVICES**

**CABINET LEVEL POSITION- 12 MONTHS**

**CONTRACTED POSITION**

**POSITION DESCRIPTION:** Under the general direction of the Superintendent, the Assistant Superintendent assists in planning, organizing, assigning, reviewing, interpreting and administering a comprehensive personnel and employee relations program for the District certificated and classified staff, including recruitment, examination, position control, classification, salary administration, enrollment projections, staffing projections, labor relations, and related functions and responsibilities; provides certificated and classified personnel with assistance and guidance regarding District policies, rules, regulations and procedures; oversees credentialing and substitute employee issues; performs related duties as required.

**PRIMARY FUNCTIONS:** This position is responsible to the Superintendent.

Major responsibilities include administering all phases of personnel procedure and policy and employee relations. This position is responsible for performing a broad range of administrative and technical duties relative to the personnel function and compliance with District, State and Federal policies, regulations, laws and procedures. The Assistant Superintendent is a certificated management position and is a member of the Superintendent's Cabinet.

**TYPICAL DUTIES AND RESPONSIBILITIES:**

1. Oversees planning, organizing, assigning, reviewing and performing the administrative and operational duties of a comprehensive personnel office, including recruitment and screening for certificated and classified positions; and related staffing tasks.
2. Represents the District as the chief negotiator with labor relation organizations.
3. Reviews staffing allocations and recommends reductions, increases and staff reassignments as needed.
4. Maintains the District's classification plan by recommending changes to the Cabinet and the governing Board; conducts periodic surveys and studies and compiles statistical and compensation reports.
5. Assists and guides employees, other agencies and the public regarding District policies, regulations and procedures.
6. Confers with administrators and supervisors to plan and coordinate personnel operations.
7. Directly supervises and instructs Personnel Division staff.
8. Establishes office routines to ensure accuracy and completeness of records and files in compliance with law and established standards.
9. Maintains effective relationships with employees and the public.
10. Plans, provides and arranges for in-services to staff and management

11. Coordinates new employee onboarding.
12. Handles personnel-related DFEH, EEOC, OCR, PERB and other governmental agency inquiries and complaints.
13. Supervises and evaluates the performance of assigned staff, interviews and selects employees and recommends transfers, re-assignment, termination and disciplinary actions.
14. Meets with Cabinet members and site personnel on various personnel and legal issues.
15. Develops and interprets complex rules and collective bargaining agreement language.
16. Accurately interpret and administer legal mandates, policies, regulations and negotiation agreements.
17. Other related duties as assigned.

#### **EDUCATION, TRAINING, EXPERIENCE & LICENSES:**

1. Credential – Valid California Teaching Credential and Administrative Services Credential.
2. Education – Master’s Degree required. Training in the broad aspects of school administration.
3. Experience – Successful administrative experience as a school and/or district office administrator. Three years of successful teaching experience. Personnel practices and labor relations experience strongly desired.
4. Licenses – Valid California driver’s license.

#### **KNOWLEDGE & SKILLS:**

1. Possesses a love for and deep commitment to children and their educational pursuits, thereby maintaining a student-first mindset.
2. Establishes positive relationships and works effectively with students, staff, Trustees, parents, and community members.
3. Read, understand and apply Education Code and other statutory and/or administrative regulations. Develop and interpret complex rules and collective bargaining agreement language.
4. Analyze problems and data, make sound conclusions, recommendations and decisions.
5. Works in cooperation with other agencies and organizations to meet the needs of students and staff.
6. Is a team leader as well as a team builder, supporting and motivating others to improve education for all students, and build engaging learning conditions for all.
7. Experience working with and leading school and department staff and administrators.
8. Maintains a collaborative style, is flexible, projects a growth mindset, and enjoys working with all elements within school communities.
9. Possesses the characteristics of honesty, openness, warmth, humor, and integrity and is a caring person.
10. Is adept in oral and written communication skills, including effective public speaking techniques.

#### **PHYSICAL AND MENTAL DEMANDS**

This is a highly engaging and demanding position.. Reasonable accommodation will be evaluated on an individual basis and depends, in part, on the specific requirements for the job, the limitations related to disability and the ability of the hiring department to accommodate the limitation.



**Physical Demands:** While performing the duties of this class, an employee is regularly required to sit, talk and hear in person and by telephone; use hands repetitively to finger, handle, feel or operate computers and standard office equipment; and reach with hands and arms. An employee is frequently required to walk and stand. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Mental Demands:** While performing the duties of this class, an employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; use math and apply mathematical reasoning; observe and interpret people and situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks with frequent interruptions; work under intensive deadlines; and interact with managers, customers, information systems, consultants, employees and others encountered in the course of work.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The employee works under typical office conditions and the noise level is usually quiet.

**Policy 5116.1: Intradistrict Open Enrollment**

**Status:** PENDING

**Original Adopted Date:** 11/01/2008 | **Last Reviewed Date:** 03/11/2008

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities and resources. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

**Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

The Superintendent or designee shall grant priority for the enrollment of a student in a district school outside of the student's attendance area, if the student:

1. Is enrolled in a district school designated by the California Department of Education (CDE) as "persistently dangerous" (20 USC 7912; 5 CCR 11992)
2. Is a victim of a violent crime while on school grounds (20 USC 7912)
3. Is a victim of an act of bullying committed by another district student, as determined through an investigation following the parent/guardian's submission of a written complaint with the school, district, or local law enforcement agency pursuant to Education Code 234.1 (Education Code 46600)

If the district school requested by the student is at maximum capacity, the Superintendent or designee shall accept an intradistrict transfer request for another district school. (Education Code 46600)

4. Is currently enrolled in a district school identified by CDE for comprehensive support and improvement, with priority given to the lowest academically achieving students

from low-income families as determined pursuant to 20 USC 6313(a)(3) (20 USC 6311)

5. Is experiencing special circumstances that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)
  - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official or a social worker, or a properly licensed or registered professional, including, but not necessarily limited to, a psychiatrist, psychologist, marriage and family therapist, clinical social worker, or professional clinical counselor
  - b. A court order, including a temporary restraining order and injunction
6. Is a sibling of another student already attending that school
7. Has a parent/guardian whose primary place of employment is that school

### **Application and Selection Process**

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law and Board policy, applications for intradistrict open enrollment shall be submitted between December 15th to January 31st of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for the enrollment priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine which students shall be admitted whenever a district school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)



Enrollment decisions shall not be based on a student's academic or athletic performance. However, existing entrance criteria may be used for enrolling students in specialized schools or programs, provided that the criteria are uniformly applied to all applicants. In addition, academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

### **Transportation**

In general, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

~~The Board of Education desires to provide enrollment options that meet the diverse needs and interests of district students. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy and administrative regulation.~~

~~The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)~~

~~The Board shall annually review this policy. (Education Code 35160.5, 48980)~~

### **Enrollment Priorities**

~~Priority for attendance outside a student's attendance area shall be given as follows:~~

- ~~1. If a district school receiving Title I funds is identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)~~
- ~~2. Beginning in the 2003-04 school year, if while on school grounds a student becomes a victim of a violent criminal offense, as defined by the State Board of Education, or attends a school designated by the California Department of Education as persistently dangerous, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912, 5 CCR 11992)~~
- ~~3. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special~~

~~circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.~~

~~To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)~~

~~a. A written statement from a representative of an appropriate state or local agency, including but not limited to a law enforcement official or social worker, or a properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist or marriage and family therapist~~

~~b. A court order, including a temporary restraining order and injunction~~

~~4. Priority may be given to siblings of students already in attendance in that school.~~

~~5. Priority shall be given to students whose parent/guardian is assigned to that school as his/her primary place of employment.~~

~~For all other applications for enrollment outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever a school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)~~

~~Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)~~

~~No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)~~

**Policy 5117: Interdistrict Attendance**

Status: PENDING

Original Adopted Date: 03/11/2008 | Last Reviewed date: 03/11/2008

The Board of Trustees recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district. The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

~~The Board of Education recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.~~

~~The Board desires to communicate with parents/guardians and students regarding the educational programs and services that are available in the district.~~

~~The Superintendent or designee may approve interdistrict attendance agreements with other districts on a case-by-case basis to meet individual student needs.~~

~~The interdistrict attendance agreement shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600)~~

~~The Superintendent or designee may deny applications for interdistrict transfers because of overcrowding within district schools or limited resources.~~



**Policy 3516.5: Emergency Schedules**

**Status:**  
Pending

**Original Adopted Date:** 03/11/2008 | **Last Revised Date:** 12/14/2021 | **Last Reviewed Date:** 1/25/2022

In order to provide for the safety of students and staff, the Board of Education authorizes the Superintendent or designee to close a school site, to change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms and/or affidavits for obtaining approval of apportionment credit for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely notice in advance of any resulting changes in the school calendar or school day schedule.

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**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

Ed. Code 41420

**Description**

Apportionment withholding, schools not maintained for 175 days

Ed. Code 41422	Schools not maintained for 175 days
Ed. Code 46010	Total days of attendance
Ed. Code 46100-46192	Attendance; maximum credit; minimum day
Ed. Code 46390	Calculation of ADA in emergency
Ed. Code 46391	Lost or destroyed ADA records
Ed. Code 46392	Emergency conditions; ADA estimate
Veh. Code 34501.6	School buses; reduced visibility

#### Management Resources References

#### Description

CA DOE Correspondence	90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005
Website	California Department of Education - <a href="https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZO==">https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZO==</a>

#### Cross References

#### Description

0450	Comprehensive Safety Plan - <a href="https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==">https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==</a>
0450	Comprehensive Safety Plan - <a href="https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==">https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==</a>
1112	Media Relations - <a href="https://simbli.eboardsolutions.com/SU/aHEYJplusBx03nX7TjZASW8Wg==">https://simbli.eboardsolutions.com/SU/aHEYJplusBx03nX7TjZASW8Wg==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==">https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==</a>
1113	District And School Web Sites - <a href="https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7Zw==">https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7Zw==</a>
3511	Energy And Water Management - <a href="https://simbli.eboardsolutions.com/SU/i8KYEfKLLWtBsw5zUkztsg==">https://simbli.eboardsolutions.com/SU/i8KYEfKLLWtBsw5zUkztsg==</a>
3511	Energy And Water Management - <a href="https://simbli.eboardsolutions.com/SU/CY8nBPuTcl9udHs3aKLFw==">https://simbli.eboardsolutions.com/SU/CY8nBPuTcl9udHs3aKLFw==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/dUjslshMmjaBsTTxBhoXxQ2Dw==">https://simbli.eboardsolutions.com/SU/dUjslshMmjaBsTTxBhoXxQ2Dw==</a>
3514	Environmental Safety - <a href="https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==">https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==</a>
3516	Emergencies And Disaster Preparedness Plan - <a href="https://simbli.eboardsolutions.com/SU/by0hhoBQnslshpluspr9mbabsish79w==">https://simbli.eboardsolutions.com/SU/by0hhoBQnslshpluspr9mbabsish79w==</a>
3516	Emergencies And Disaster Preparedness Plan - <a href="https://simbli.eboardsolutions.com/SU/MFSVT0EilWvAU7u6SslshcHXg==">https://simbli.eboardsolutions.com/SU/MFSVT0EilWvAU7u6SslshcHXg==</a>
3516.2	Bomb Threats - <a href="https://simbli.eboardsolutions.com/SU/RkQVPJrsFOjplusrOcDamlfQ==">https://simbli.eboardsolutions.com/SU/RkQVPJrsFOjplusrOcDamlfQ==</a>
3542	School Bus Drivers - <a href="https://simbli.eboardsolutions.com/SU/0n2tAcC8eiPe00rJCWOGNg==">https://simbli.eboardsolutions.com/SU/0n2tAcC8eiPe00rJCWOGNg==</a>
3543	Transportation Safety And Emergencies - <a href="https://simbli.eboardsolutions.com/SU/1mCOCCer6vjPDrWsrqtudg==">https://simbli.eboardsolutions.com/SU/1mCOCCer6vjPDrWsrqtudg==</a>
	District Records -

3580

<https://simbli.eboardsolutions.com/SU/sHKtqQdevQslshE5x357rNN2Q==>

District Records -

3580

<https://simbli.eboardsolutions.com/SU/9GBjJsNBG1iR8mBFpFJt3w==>

Safety -

5142

[https://simbli.eboardsolutions.com/SU/7zhtR9msTs2um9ZqTshXpQ=](https://simbli.eboardsolutions.com/SU/7zhtR9msTs2um9ZqTshXpQ==)  
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5142

Safety - <https://simbli.eboardsolutions.com/SU/WVl6zmi1d6gGCrfTnbzL4Q==>

School Calendar -

6111

[https://simbli.eboardsolutions.com/SU/TXQ4iodMINDB9bLOX9TQsA](https://simbli.eboardsolutions.com/SU/TXQ4iodMINDB9bLOX9TQsA==)  
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**Policy 6020: Parent and Family Engagement**

Status: PENDING

Original Adopted Date: 03/11/2008 | Last Revised Date: 11/10/2021 | Last Reviewed Date: 12/15/2021

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The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent and family engagement contributes greatly to student achievement and a positive school environment.

- 1.0 The local governing board of each local educational agency (LEA), or agency, receiving Title I, Part A funding shall establish and implement a written parent and family engagement policy and program. (California Education Code [EC] sections [§§] 11500-11504, 51101[b]; 20 United States Code [U.S.C.] § 6318[a][1], 6318[a][2])
- 1.1 The Marysville Joint Unified School District (MJUSD) has developed jointly with, agreed on with, and distributed to, parents and family members of participating children, and LEA-level written parent and family engagement policy. (20 U.S.C. § 6318[a][2]).)

The District Advisory Committee (DAC), which includes parent representatives from each school site in the district, including all Title I, Part A schools, is designed to allow parents and family members to participate in the planning and design of our schools' programs. The Superintendent convenes DAC meetings to formalize the already open lines of communication and engagement of parents and family members. The DAC periodically reviews and provides updates to the Parent and Family Engagement Policy to meet the changing needs of our parents, family members, and the district. The MJUSD distributes the policy to parents and family members of children served under Title I, Part A through the Parent/Student Rights Handbook at the beginning of each school year. The policy is also posted on the district website.

The LEA incorporates the Parent and Family Engagement Policy into the LEA level plan. (20 U.S.C. § 6312, 6318[a][2])

All parents and family members play an important role in the development of the Local Control Accountability Plan (LCAP). The LCAP sets goals, plans actions, and leverages resources to meet academic goals to improve student outcomes. All parents are encouraged to provide input through surveys and meetings designed to solicit parent input on the LCAP goals and funding priorities. The DAC is also involved in the LCAP planning process. The District LCAP Committee has parent representatives who help guide the development and evaluation of the plan.

To involve parents and family members in the Title I program at the MJUSD, the following practices have been established:

The LEA involves parents and family members in the joint development of the agency's plan, and in the development of support and improvement plans. (20 U.S.C. § 6318[a][2][A])

- a. The Superintendent or designee works with parents, family members, and staff to develop meaningful opportunities at all grade levels for parents and family members to be involved in district and school activities through advisory, decision-making, advocacy roles, and activities to support learning at home. Parent and family engagement is also woven into the LCAP to ensure it is a systemic goal throughout the district.

- b. The LEA provides coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance. (20 U.S.C. § 6318[a][2][B])

Parents and family members are encouraged through multiple means to participate on the District LCAP Committee, DAC, and the District English Learner Advisory Committee (DELAC). Parent surveys and multiple site meetings allow all parents and interested educational partners to provide valuable input on the LCAP. The MJUSD utilizes a continuous LCAP cycle of improvement to frequently engage educational partners throughout the development, implementation, and review and adjustment of the district's efforts towards student achievement.

- c. To the extent feasible and appropriate, the LEA coordinates and integrates Title I, Part A parent and family engagement strategies with parent and family engagement strategies of other relevant Federal, State, and local laws and programs. (20 U.S.C. § 6318[a][2][C])

The district continues to expand efforts in this area. Parent Institute for Quality Education (PIQE) training engages, empowers, and transforms families by providing the knowledge and the skills to partner with schools and communities to ensure their children achieve their full potential. By developing parent training on educational topics of interest to parents and family members, the MJUSD will actively engage educational partners to bridge the home to school gap. Parents and family members will be instrumental in creating the courses offered. Training courses on social-emotional learning (SEL) for adults are being developed based on parent and educational partner feedback.

- d. The LEA conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served under Title I, Part A. (20 U.S.C. § 6318[a][2][D])

Each year the DAC is involved in the annual review and evaluation of the parent and family engagement policy. Input from the DAC is incorporated into policy revisions when necessary to meet the changing needs of parents, family members, and the district. Parents have identified an interest in more parent related functions tied to the district including: parent classes, EL parent classes, accessing community resources, social events to build culture, teen health topics for parents, and working with your student for success. This input is driving the planning of events at the district and site levels. Parent and family engagement is celebrated throughout the district regardless of the Federal, State, or local program associated with each particular strategy. As a racial and socio-economically diverse district, we strive to involve parents and family members in all aspects of education through a blended and coordinated delivery system. The district continues to involve new ways of crowd sources or reaching out to parents to inform our practices. Climate and social-emotional survey tools are being implemented to give all stakeholders yet another venue to help us learn how to best serve the specific needs of our community.

The LEA identifies the following:

1. Barriers to greater participation by parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). (20 U.S.C. § 6318[a][2][D][i])

Working with parents who have specific barriers requires knowledge of the barriers before they can be addressed. Examples for low-income parents include holding proximal involvement events to overcome transportation issues, scheduling multiple meeting times to allow for parents who have multiple jobs or non-conventional 9-5 schedules to attend, and providing child care to facilitate participation in meetings and activities. Limited English proficiency parents and families are supported through translation services to hold meetings in the parents' native language when possible and structuring meetings to match ethnic minority cultural values. The MJUSD continues to grow these efforts.

2. The needs of parents and family members so that they may assist with the learning of their children, including engaging with school personnel and teachers. (20 U.S.C. § 6318[a][2][D][ii])

Through formal means such as the DAC, DELAC, School Site Council (SSC), and English Learner Advisory Committee (ELAC) and less formal avenues such as school fairs, parent and family nights, family involvement days, and a general open policy of parent and family engagement, parents and family members are welcomed into the school environment as the true partners they are.

3. Strategies to support successful school and family interactions. (20 U.S.C. § 6318[a][2][D][iii])

The importance of collaboration to build community and trust between the school and family drives the process from the top down while encouraging parents and school sites to respond. Success with these efforts drives data back up to the top in order to reflect and adapt processes of active engagement. Strategies include large school gatherings, small sub-group meetings, parent teacher conferences, as well as a robust Student Study Team (SST) process for struggling students.

- d. The LEA uses the findings of such evaluation in section 1.1(d) of the CE program instrument to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policy. (20 U.S.C. § 6318[a][2][E])

The MJUSD is currently utilizing evidence-based practices regarding implicit bias, macroaggression, and cultural (from racial to popular) awareness to help better understand and guide parent and family member interactions. As we continue to hone parent and family engagement strategies, their effect will be measured to determine alignment with the intended effort. This kind of data-driven reflection continues to become a deeply embedded practice in the MJUSD.

- e. The LEA involves parents in activities of schools served under Title I, Part A to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy. (20 U.S.C. § 6318[a][2][F])

Parents and family members are involved in this process through formalized structures such as the DAC, DELAC, SSC, and ELAC. Offering structured meetings provide feedback in the process, however site leaders who are able to draw this information out in more informal ways is also key to guiding best practices. Administrators and outreach personnel at the sites are trained to engage in conversation with all parents in an effort to increase the stakeholder feedback we receive.



1.2 The LEA policy on parent and family engagement for all schools (including Title I and non-Title I) in the LEA shall be consistent with the following goals and purposes: (EC §§ 11502, 11504, 11506)

- a. Engage parents and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible future members of our society. (EC § 11502[a])

All schools jointly develop a School-Parent Compact with parents outlining how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. The Compact describes specific ways the school and families will partner to help children achieve the state's high academic standards and are based on validated methods to improve engagement.

- b. Inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home. (EC § 11502[b])

Annual Title I meetings are conducted at all Title I sites. The meetings create a scheduled platform for interaction, but dialogue on academic achievement is active throughout the entire school year. SSCs approve all Title I expenditures making the Title I program adaptable to meeting the needs of those students who are not achieving at grade level. Parents and family members are encouraged to be a part of the planning, design, implementation, and evaluation on an ongoing basis. In addition, PIQE, GLAD trainings, and other site specific parent institutes are held to increase parent ability to work synergistically with the school district.

- c. Build consistent and effective two-way communication between and the school so that parents and family members may know when and how to assist their children in support of classroom learning activities. (EC § 11502[c])

A host of varied methods to encourage parent and family member engagement are incorporated into the educational program. The district and sites create newsletters and parent updates to keep parents and family members apprised of opportunities designed specifically to welcome them to the campus. A communication system also keeps parents and family members updated on parent and family engagement opportunities as well as other important district and site notifications. Notifications are delivered via ParentSquare, social media, voice messages, texts, or emails. Back-to-school nights kick off the school year and set the tone for active engagement. Many sites publish parent handbooks that contain a calendar of events marking important parent and family engagement opportunities. The district hosts a website, [www.mjUSD.com](http://www.mjUSD.com), with individual links to all school sites. The website is utilized at both the district and site level as well as by the Board of Education to post information and keep parents and family members up to date. Parents and family members are involved in proactive approaches to establishing the behavioral supports and social culture needed for all students in a school to achieve social, emotional, and academic success. Parents are also able to communicate through the AERIES Parent Portal and can view and be involved in the grading and progress of their students.

- d. Train teachers, school administrators, specialized instructional support personnel, and other staff to communicate effectively with parents as equal partners. (EC § 11502[d])

Administrators are guided by the California Professional Standards for Education Leaders (CPSELS) in creating environments that are based in effective school to home communication. Professional development on cultural inclusion and implicit bias will provide tools for teachers and administrators to better engage our community in supporting the educational process. Continued training will be provided to enhance differentiated communication styles to reach the district's large low socio-economic status population.

- e. Integrate and coordinate parent and family engagement activities with the LCAP, as applicable, with other programs. (EC § 11502[e])

Engage parents and family members positively in their children's education by providing assistance and training on topics such as state academic standards and assessments to develop knowledge and skills to use at home to support their children's academic efforts at school and their children's development as responsible future members of our society. (EC § 11502[a])

- 1.3 Parents and family members of children receiving Title I, Part A services are involved in the decisions regarding how funds reserved are allotted for parental involvement activities. (20 U.S.C. § 6318[a][3][B])

One percent of the district's Title I allocation is reserved for parent and family engagement activities and distributed to Title I school sites. Parent and family engagement funds are tracked through their own accounting code to ensure the allocation is transparent and effectively utilized.

- 1.4 Funds reserved by an LEA shall be used to carry out activities and strategies consistent with the LEA's parent and family engagement policy, including not less than one of the following: (20 U.S.C. § 6318[a][3][D])
  - a. Supporting schools and nonprofit organizations in providing professional development for LEA and school personnel regarding parent and family engagement strategies. (20 U.S.C. § 6318[a][3][D][i])
  - b. Supporting programs that reach parents and family members at home, in the community, and at school. (20 U.S.C. § 6318[a][3][D][ii])
  - c. Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members. (20 U.S.C. § 6318[a][3][D][iii])
  - d. Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community based or other organizations or employers with a record of success in improving and increasing parent and family engagement. (20 U.S.C. § 6318[a][3][D][iv])
  - e. Engaging in any other activities and strategies that the LEA determines are appropriate and consistent with such agencies parent and family engagement policy. (20 U.S.C. § 6318[a][3][D][v])

The MJUSD helps connect school sites with community in a multitude of ways. In alignment with our policies, the format of parent and family engagement meetings are continually being adapted based on parent feedback to increase participation. Video conferencing tools allow parents and family members to participate virtually in the educational process without having to physically be on campus. During administrative

meetings, site administrators are trained on communication barriers with disenfranchised student populations and effective strategies for guiding student conversations. Continual outreach is necessary to meet families at a place where they can confidently feel like they have access to the school in a manner that supports their needs and student learning outcomes.

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**Policy 6142.5: Environmental Education**

Status: Pending

Original Adopted Date: 03/11/2008 | Last Revised 12/14/2021 Last Reviewed Date: 1/25/2022

The Board of Education recognizes that schools play a crucial role in educating students about the relationship between humans and the natural world and in preparing them to have skills, knowledge, and principles needed to solve environmental problems. The Board believes that students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources and live an environmentally sustainable life-style.

The district's local control and accountability plan may include local goals and priorities for environmental literacy.

The district's environmental education program may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be aligned with state academic standards and curriculum frameworks and may include, the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

The district's program may also provide for active participation in onsite resource conservation and management programs and the promotion of service learning partnerships. The Superintendent or designee may collaborate with other educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the linguistic, ethnic, and socioeconomic diversity of California.

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

**Policy Reference Disclaimer:** These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State References**

**Description**

Ed. Code 33541	Science requirements
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51795-51797	School instructional gardens
Ed. Code 60041	Ecological systems and their protection
Ed. Code 8700-8707	Environmental education
Ed. Code 8720-8723	Conservation education service
Ed. Code 8760-8773	Outdoor science, conservation, and forestry

**Management Resources References**

**Description**

Website

California Department of Education, Environmental Education  
<https://simbli.eboardsolutions.com/SU/qcNCh7ZwwUe9OCRJYGSgsQ==>

Website

California Department of Resources, Recycling and Recovery, Education and Assistance -  
<https://simbli.eboardsolutions.com/SU/zbU8zsslsHGGxplusJs7QrfH3UXA==>

Website

California Environmental Protection Agency, Education and the Environment Initiative -  
<https://simbli.eboardsolutions.com/SU/vBLLo74Rqe8MwslshUvtSmqlg==>

Website

California Regional Environmental Education Community -  
<https://simbli.eboardsolutions.com/SU/cNThzxumCtHFnskplusCUz29w==>

**Cross References**

**Description**

1400

Relations Between Other Governmental Agencies And The Schools -

<https://simbli.eboardsolutions.com/SU/ztRS3K6PtQVapplusa5IZiVOW==>

3260

Fees And Charges -

<https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbgslshnUmQ7wg==>

3260

Fees And Charges -

<https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRyvwiVR4kLUQ==>

3511

Energy And Water Management -

<https://simbli.eboardsolutions.com/SU/i8KYEfKLLWtBsw5zUkztsg==>

3511

Energy And Water Management -

<https://simbli.eboardsolutions.com/SU/CY8nBPuTcll9udHs3aKLFw==>

3511.1

Integrated Waste Management -

<https://simbli.eboardsolutions.com/SU/p7IQipQCibde9MoLH7TslshEA==>

3511.1

Integrated Waste Management -

<https://simbli.eboardsolutions.com/SU/qodu2l1plus6LjwsM2IVeH22Q==>

3514

Environmental Safety -

<https://simbli.eboardsolutions.com/SU/dUjlsHmMjaBsTTxBhoXxQ2DW==>

3514

Environmental Safety -

<https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==>

4131

Staff Development -

<https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMlcko3A==>

4131	Staff Development -  <a href="https://simbli.eboardsolutions.com/SU/gMwkvIpluSmXqQzLIJplusvTziCQ==">https://simbli.eboardsolutions.com/SU/gMwkvIpluSmXqQzLIJplusvTziCQ==</a>
5030	Student Wellness -  <a href="https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==">https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==</a>
5030	Student Wellness -  <a href="https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWGNw==">https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWGNw==</a>
6000	Concepts And Roles -  <a href="https://simbli.eboardsolutions.com/SU/XGvRsXtlzRVGpHueQt1Scw==">https://simbli.eboardsolutions.com/SU/XGvRsXtlzRVGpHueQt1Scw==</a>
6141	Curriculum Development And Evaluation -  <a href="https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==">https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==</a>
6142.8	Comprehensive Health Education -  <a href="https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFli8jslshQ46XA==">https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFli8jslshQ46XA==</a>
6142.8	Comprehensive Health Education -  <a href="https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3Ylslshg==">https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3Ylslshg==</a>
6142.93	Science Instruction -  <a href="https://simbli.eboardsolutions.com/SU/4ukQ1aq5Wb3OB4Mw9sjL6g==">https://simbli.eboardsolutions.com/SU/4ukQ1aq5Wb3OB4Mw9sjL6g==</a>
6143	Courses Of Study -  <a href="https://simbli.eboardsolutions.com/SU/olEslshbFggKB1WACslsh7XPOs4Q==">https://simbli.eboardsolutions.com/SU/olEslshbFggKB1WACslsh7XPOs4Q==</a>
6143	Courses Of Study -  <a href="https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==">https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==</a>
6153	School-Sponsored Trips -  <a href="https://simbli.eboardsolutions.com/SU/LUyJN0xEWxplusLLn8slshSqymJA==">https://simbli.eboardsolutions.com/SU/LUyJN0xEWxplusLLn8slshSqymJA==</a>
6153	School-Sponsored Trips -  <a href="https://simbli.eboardsolutions.com/SU/R4TDmqznU5fwe7s7h4wqRg==">https://simbli.eboardsolutions.com/SU/R4TDmqznU5fwe7s7h4wqRg==</a>



**TENTATIVE AGREEMENT**  
**Between**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**And the**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**And It's**  
**MARYSVILLE CHAPTER #326**

The following is the Marysville Joint Unified School District's (District) "Concept Proposal" to the California School Employee Association and its Marysville Chapter #326 (CSEA) in an effort to expedite the process and reached a tentative agreement on December 14, 2021, while incorporating the following:

**Total Compensation for the 2020/2021 School Year:**

The parties agree to a total compensation package that reflects a four point zero percent (4.0%) one-time, off-schedule payment retroactive to July 1, 2020. The total compensation package shall be structured in the following manner:

**Retro Payment**


All CSEA#326-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a pro-rated payment.

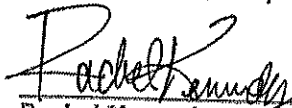
**Completion of Negotiations for 2020/21**

This Agreement shall fully resolve all negotiations through the 2020/2021 school year. The parties agree on a "Me, too!" clause, regarding wage increases.

The new agreed upon contract term is July 1, 2020 through June 30<sup>th</sup> 2023. Traditional reopeners for total compensation (e.g. wages and benefits) plus 3 additional articles can be opened for the 2021/2022 and 2022/2023 school years.

For CSEA:

  
Rhonda Conine, Chapter President #326

  
Rachel Kennedy, CSEA LRR

Date 1-10-22

1/13/21  
Date

For The District:

  
Jennifer Passaglia, Chief Business Official

1-7-2022  
Date

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

**(This information is pulled from the SUMMARY section of this file which should be completed FIRST)**

**MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE**

**CSEA #326**

**BARGAINING UNIT**

To be acted upon by the Governing Board at its meeting on

**01/25/22**

**A. PERIOD OF AGREEMENT:**

The proposed bargaining agreement covers the period beginning and ending

for the following fiscal years **2020-2021**

**07/01/20**

**06/30/21**

**2020-2021, ,**

**B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)**

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

**\$4,740,457.95**

2. Current Year Costs After Agreement

**\$4,934,485.45**

3. Total Cost Change

**\$194,027.50**

4. Percentage Change

**4.09%**

5. Value of a 1% Change

**41,331**

**C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE**

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change

(% Change To Existing Salary Schedule)

(% change for one time bonus/stipend or salary reduction)

**4.0%**

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE  
AVERAGE, REPRESENTED EMPLOYEE

**4.0%**

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year  
(applicable to Certificated BU agreements only)

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

1.	Cost of Benefits Before Agreement	<b>1,309,439.25</b>
2.	Cost of Benefits After Agreement	<b>1,356,986.68</b>
3.	Percentage Change in Total Costs	<b>3.63%</b>

**E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	<b>\$ 173,755,639.00</b>
2.	Percentage Reserve Level State Standard for District:	<b>3.0%</b>
3.	Amount of State Minimum Reserve Standard:	<b>\$ 5,212,669.17</b>

**SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:**

**GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)**

4.	Reserve for Economic Uncertainties (Object 9789)	<b>\$5,212,669.17</b>
5.	Unassigned/Unappropriated (Object 9790)	<b>\$11,881,013.83</b>
6.	<b>Total Reserves: (Object 9789 + 9790)</b>	<b>\$17,093,683.00</b>

**SPECIAL RESERVE FUND (Fund 17, as applicable)**

7.	Reserve for Economic Uncertainties (Object 9789)	
----	---	--

**TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:**

8.	General Fund & Special Reserve Fund:	<b>\$17,093,683.00</b>
9.	Percentage of General Fund Expenditures/Uses	<b>9.84%</b>
	Difference between District Reserves and Minimum State Requirement	<b>\$11,881,013.83</b>

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )**

**Marysville Joint Unified**

**SCHOOL DISTRICT**

**F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

**G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

**The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):**

The District has sufficient Fund Balance and will use the In-Person Instruction grant (IPI) to fund the four point zero percent (4.0%) off-schedule payment.

**H. NARRATIVE OF AGREEMENT**

The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) one-time, off-schedule payment retroactive to July 1, 2020. All CSEA#326-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired before January 1, 2021, and in good standing, shall receive a prorated payment.

**I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT**

**The following source(s) of funding have been identified to fund the proposed agreement**

The District has sufficient Fund Balance and will use the In-Person Instruction grant (IPI) to fund the four point zero percent (4.0%) off-schedule payment.

**FORM FOR PUBLIC DISCLOSURE  
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756  
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2 )

Marysville Joint Unified

SCHOOL DISTRICT

**CERTIFICATION**

*To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.*

*Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.*

*The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.*

*We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.*

  
District Superintendent - signature

1-19-22  
Date

Chief Business Official- signature

1-19-22  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, January 25, 2022 took action to approve the proposed Agreement

with the CSEA #326 Bargaining Unit.

\_\_\_\_\_  
President, Governing Board  
(signature)

\_\_\_\_\_  
Date



### SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE  SCHOOL DISTRICT  
WITH THE  BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date)   
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) | (enter Date)   
Estimated Agreement Payment Date (enter Date)

#### GENERAL

#### Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

**This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.**

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

	# FTE Represented
Certificated: <input type="text"/>	<input type="text"/>
Classified: <input type="text" value="CSEA #326"/>	<input type="text" value="137.97"/>

#### Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date)   
and ending on: (enter End Date)

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2020-2021		
Reopeners: Yes or NO ?	Yes		

if Yes, what Areas?

Total compensation (e.g. wages and benefits) plus 3 additional articles can be opened for the 2021/2022 and 2022/2023 school years

#### COMPENSATION PROVISIONS

#### Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement  
(Based on Year to Date (YTD) Actuals Projected through 6/30):

Current Year Salary Cost After Settlement  
(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):

Total Cost Increase or (Decrease):	<input type="text" value="\$146,480.07"/>
Percentage Increase or (Decrease):	<input type="text" value="4.27%"/>

#### SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

<u>Salary Increase or (Decrease)</u>	
% increase or (decrease) to existing schedule	<input type="text" value="0.00%"/> per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<input type="text" value="4.0%"/> per employee
<u>Step &amp; column</u>	
average % annual change over the prior year schedule	<input type="text" value="0.00%"/> per employee
<b>TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE</b>	<b><input type="text" value="4.0%"/> per employee</b>

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	<input type="text" value="0.00"/>
Indicate Total # of Work Days to be provided for fiscal year:	<input type="text" value="0.00"/>
Indicate Total # of Instructional Days to be provided for fiscal year:	<input type="text" value="0.00"/>

# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: (object 3XXX less 34XX)

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 702,106.81
Proposed Costs:	\$ 749,654.24
Total Cost Increase or (decrease):	\$47,547.43
Percentage Change:	6.77%

District Health and Welfare Plans - Object 34XX (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 607,332.44
Proposed Costs:	\$ 607,332.44
Total Cost Increase or (decrease):	\$0.00
Percentage Change:	0.00%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

CSEA #326 Health & Welfare monthly caps are as follows: Employee Only - \$778.38, Employee Plus One - \$1,224.37 and Employee Plus Family - \$1,525.27. Includes: Health, Vision & Dental. All caps to remain constant.

Current Cap:	\$ 778.38	
Proposed Cap:	\$ 778.38	
Average Capped Amount increase or (decrease) per employee	\$0.00	0.00%

## TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES (REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)

## Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: (data pulls from above)

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 3,431,018.70	
Benefits	\$ 1,309,439.25	
Total:		\$ 4,740,457.95

Current Year Cost After Settlement: (data pulls from above)

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 3,577,498.77	
Benefits	\$ 1,356,986.68	
Total:		\$ 4,934,485.45

<b>TOTAL COST INCREASE OR (DECREASE)</b>	<b>\$194,027.50</b>
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
<b>PERCENTAGE CHANGE</b>	<b>4.09%</b>
<b>1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):</b>	<b>\$ 41,331.26</b>

# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

**Section 6:** The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, IN DETAIL, the terms of the agreement covered in each section)

**A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).**

The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) one-time, off-schedule payment retroactive to July 1, 2020. All CSEA#326-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a prorated payment.

**B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..**

N/A

**C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.**

Total compensation (e.g. wages and benefits) plus 3 additional articles can be opened for the 2021/2022 and 2022/2023 school years. The parties agree on a "Me,too!" clause, regarding wage increases. The new agreed upon contract term is July 1, 2020 through June 30th 2023.

**Section 7: State Minimum Reserve Standard Calculation:**

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*

Minimum State Reserve Percentage *(input %)*

Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	173,755,639.00
	3%
\$	5,212,669.17

## FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

**Section 8:** Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

3/11/2022

Provide proof that board-approved budget revisions have been input within 45 days.

Date budget revisions input/BT Batch #'s:

Batch #'s:	mm/dd/yy
------------	----------

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.



# SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)

*In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.*

		Current Fiscal Year			2021-2022
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Please NOTE: The title reflected in Col. 1 can be modified if the agreement is being approved along with the Adopted Budget Process. In this case, Col. 4 should reflect the Adopted Budget including the salary agreement and Col. 1 would reflect the Adopted Budget less Col. 2, the actual cost of the agreement.		Latest Board-Approved Budget Before Settlement - As of 12/14/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
<b>OPERATING REVENUES: LCFF ADA</b>		ADA=9,148			9,280
LCFF Sources	(8010-8099)	107,863,785.00	0.00	0.00	107,863,785.00
Remaining Revenues	(8100-8799)	84,396,021.00	0.00	0.00	84,396,021.00
<b>TOTAL</b>		<b>192,259,806.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,259,806.00</b>
<b>OPERATING EXPENDITURES</b>					
1000 Certificated Salaries		55,800,026.00	0.00	0.00	55,800,026.00
2000 Classified Salaries		25,371,698.00	146,480.07	0.00	25,518,178.07
3000 Benefits		34,130,537.00	47,547.43	0.00	34,178,084.43
4000 Instructional Supplies		19,894,748.00	0.00	0.00	19,894,748.00
5000 Contracted Services		16,452,494.00	0.00	0.00	16,452,494.00
6000 Capital Outlay		14,638,195.00	0.00	0.00	14,638,195.00
7000 Other		5,624,784.00	0.00	0.00	5,624,784.00
<b>TOTAL</b>		<b>171,912,482.00</b>	<b>194,028.00</b>	<b>0.00</b>	<b>172,106,510.00</b>
<b>OPERATING SURPLUS (DEFICIT)</b>		<b>20,347,324.00</b>	<b>(194,028.00)</b>	<b>0.00</b>	<b>20,153,296.00</b>
Other Sources and Transfers In		593,992.00	0.00	0.00	593,992.00
Other Uses and Transfers Out		1,649,129.00	0.00	0.00	1,649,129.00
<b>CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE</b>		<b>19,292,187.00</b>	<b>(194,028.00)</b>	<b>0.00</b>	<b>19,098,159.00</b>
<b>BEGINNING FUND BALANCE 9791-92</b>		62,989,456.00			62,989,456.00
Prior-Year Adjustments 9793-95				0.00	0.00
<b>NET BEGINNING BALANCE</b>		<b>62,989,456.00</b>		<b>0.00</b>	<b>62,989,456.00</b>
<b>ENDING FUND BALANCE (EFB)</b>		<b>82,281,643.00</b>	<b>(194,028.00)</b>	<b>0.00</b>	<b>82,087,615.00</b>
<b>COMPONENTS OF ABOVE EFB:</b>					
Nonspendable (9711-9719)		810,661.00	0.00	0.00	810,661.00
Restricted (9740)		35,820,661.00	0.00	0.00	35,820,661.00
Committed (9750/9760)		956,933.00	0.00	0.00	956,933.00
Assigned (9780)		27,405,677.00	0.00	0.00	27,405,677.00
Reserve Economic Uncertainties (9789)		5,206,848.33	5,820.84	0.00	5,212,669.17
Unassigned/Unappropriated (9790)		12,080,862.67	(199,848.84)	0.00	11,881,013.83
State Minimum Reserves %		9.96%	Meets		9.84%
Are budgets in balance?		In Balance			In Agreement
Did you adjust reserves? s/b \$0		\$0.00	OK		\$0.00
<b>FUND 17 RESERVES (9789) or N/A</b>		<b>\$ -</b>			<b>\$ -</b>

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain below. Also, list any other assumptions used or included in Column 3:

The difference between Column 2 and Section 5 is \$5,820.84 which is equal to 3% REU of the additional expenditures.

## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

First Subsequent Year 2022-2023			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of _____ 12/14/2021	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
ADA=9,148			9,280
OPERATING REVENUES: LCFF ADA			
LCFF Sources (8010-8099)	109,357,917.00	0.00	109,357,917.00
Remaining Revenues (8100-8799)	28,935,710.00	0.00	28,935,710.00
<b>TOTAL</b>	<b>138,293,627.00</b>	<b>0.00</b>	<b>138,293,627.00</b>
OPERATING EXPENDITURES			
1000 Certificated Salaries	56,912,773.00	0.00	56,912,773.00
2000 Classified Salaries	27,093,718.00	0.00	27,093,718.00
3000 Benefits	37,139,832.00	0.00	37,139,832.00
4000 Instructional Supplies	16,127,466.00	0.00	16,127,466.00
5000 Contracted Services	15,817,697.00	0.00	15,817,697.00
6000 Capital Outlay	1,559,798.00	0.00	1,559,798.00
7000 Other	10,538,334.00	0.00	10,538,334.00
<b>TOTAL</b>	<b>165,189,618.00</b>	<b>0.00</b>	<b>165,189,618.00</b>
OPERATING SURPLUS/(DEFICIT)	<b>(26,895,991.00)</b>	<b>0.00</b>	<b>(26,895,991.00)</b>
Other Sources and Transfers In		0.00	0.00
Other Uses and Transfers Out	115,033.00	0.00	115,033.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	<b>(27,011,024.00)</b>	<b>0.00</b>	<b>(27,011,024.00)</b>
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	82,087,615.00		82,087,615.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	82,087,615.00		82,087,615.00
ENDING FUND BALANCE (EFB)	55,076,591.00	0.00	55,076,591.00
COMPONENTS OF EFB (above):			
Nonspendable (9711-9719)	810,661.00	0.00	810,661.00
Restricted (9740)	18,462,755.00	0.00	18,462,755.00
Committed (9750/9760)	61,933.00	0.00	61,933.00
Assigned (9780)	27,405,677.00	0.00	27,405,677.00
Reserve Economic Uncertainties (9789)	4,959,139.53	0.00	4,959,139.53
Unassigned/Unappropriated (9790)	3,376,425.47	0.00	3,376,425.47
State Minimum Reserves %	5.04%	Meets	5.04%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$ -	OK	\$ -
FUND 17 RESERVES (9789) or N/A	\$ -		\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced staffing, etc., explain below:

LCFF 100%, Unduplicated 76.3%, 2.48% COLA



## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2023-2024				
(Col. 1)		(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of _____ 12/14/2021		Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed BU Agreements) Required to support cost of agreement (i.e. "me-too")	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
ADA=9,148				9,280
OPERATING REVENUES: LCFF ADA				
LCFF Sources	(8010-8099)	112,511,741.00	0.00	112,511,741.00
Remaining Revenues	(8100-8799)	28,935,710.00	0.00	28,935,710.00
TOTAL		141,447,451.00	0.00	141,447,451.00
OPERATING EXPENDITURES				
1000 Certificated Salaries		58,051,028.00	0.00	58,051,028.00
2000 Classified Salaries		27,635,593.00	0.00	27,635,593.00
3000 Benefits		37,719,403.00	0.00	37,719,403.00
4000 Instructional Supplies		16,127,466.00	0.00	16,127,466.00
5000 Contracted Services		15,817,697.00	0.00	15,817,697.00
6000 Capital Outlay		1,598,094.00	0.00	1,598,094.00
7000 Other		10,051,833.00	0.00	10,051,833.00
TOTAL		167,001,114.00	0.00	167,001,114.00
OPERATING SURPLUS/(DEFICIT)		(25,553,663.00)	0.00	(25,553,663.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out		115,033.00	0.00	115,033.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		(25,668,696.00)	0.00	(25,668,696.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)		55,076,591.00		55,076,591.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE		55,076,591.00		55,076,591.00
ENDING FUND BALANCE (EFB)		29,407,895.00	0.00	29,407,895.00
COMPONENTS OF EFB (above):		(use whole rounded numbers only)		
Nonspendable (9711-9719)		810,661.00		810,661.00
Restricted (9740)		738,479.00		738,479.00
Committed (9750/9760)		0.00		0.00
Assigned (9780)		22,845,270.59	0.00	22,845,270.59
Reserve Economic Uncertainties (9789)		5,013,484.41	0.00	5,013,484.41
Unassigned/Unappropriated (9790)		0.00	0.00	0.00
State Minimum Reserves %		3.00%	Meets	3.00%
Are budgets in balance?		In Balance		In Balance
Did you adjust reserves? s/b \$0		\$0.00	OK	\$0.00
FUND 17 RESERVES (9789) or N/A		\$ -		\$ -

Assumptions used for LCFF Gap%, Unduplicated %, Other Revenue COLAs, Addl/Reduced Staffing, etc., explain below:

LCFF 100%, Unduplicated 76.31% COLA 3.11%



## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

**Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS:** The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

N/A

**Section 11:**

**FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS:** The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

The District has sufficient Fund Balance and will use the In-Person Instruction grant (IPI) to fund the four point zero percent (4.0%) off-schedule payment.

**Section 12:**

**NARRATIVE OF AGREEMENT:** Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

The parties agreed to a total compensation package that reflects a four point zero percent (4.0%) one-time, off-schedule payment retroactive to July 1, 2020. All CSEA#326-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired, before January 1, 2021, and in good standing, shall receive a prorated payment.

**Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT:** Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

The District has sufficient Fund Balance and will use the In-Person Instruction grant (IPI) to fund the four point zero percent (4.0%) off-schedule payment.

## SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

## ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

## Section 14:

## COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated	
		\$11,558.00	
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		\$11,109.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		449.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		4.04%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,279.88	0.00%
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,279.88	
(F)	Total LCFF % increase or (decrease) plus ADA % change		4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5		4.09%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

## CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official** upon submission to the Governing Board and by the **Board President** upon formal Board action on the proposed agreement.

**Districts with a Qualified or Negative Certification:** Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

  
District Superintendent - signature

  
Chief Business Official - signature

1-19-22  
Date

1-19-22  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on  
Tuesday, January 25, 2022 took action to approve the proposed Agreement with the  
CSEA #326 Bargaining Unit.

\_\_\_\_\_  
President, Governing Board - signature

\_\_\_\_\_  
Date