

BOARD MEETING: 10/26/21

SCHOOL: SOUTH LINDHURST HIGH SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

The purpose of the agenda item is to present the School Site Plan for the 2021-22 school year.

Background~

The Single Plan is a comprehensive document providing details about the school's planned actions and expenditures to support student outcomes and overall performance, and how these actions connect to the district's Local Control Accountability Plan (LCAP), which lays out goals for the entire district. The annual process of developing, reviewing, and updating the Single Plan is conducted by each school's School Site Council (SSC), a collaborative, advisory group made up of school staff, parents, community members, and, at the secondary level, students. Development of the Single Plan is the Council's primary responsibility, and offers schools and their respective communities an opportunity to:

- Be part of a collaborative and inclusive school support and growth process.
- Review and analyze state and local student achievement, attendance, and climate data.
- Engage the community in providing input to identify and develop school improvement priorities.
- Build relationships geared toward a mutual goal of supporting the success of all students.
- Celebrate and highlight the work of the schools in building performance and growth.

Financial Impact~

Each school site is allocated funds to support the school goals.

Recommendation~

This is an informational item only.

BOARD MEETING: 10/26/21

SCHOOL: COMMUNITY DAY SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

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Background~

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- Celebrate and highlight the work of the schools in building performance and growth.

Financial Impact~

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Recommendation~

This is an informational item only.

BOARD MEETING: 10/26/21

SCHOOL: ABRAHAM LINCOLN HOME SCHOOL

SCHOOL PRESENTATION

1. SCHOOL SITE PLAN

Purpose of the agenda item~

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Background~

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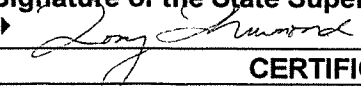

Financial Impact~

Each school site is allocated funds to support the school goals.

Recommendation~

This is an informational item only.

Grant Award Notification

GRANTEE NAME AND ADDRESS Marysville Joint Unified 1919 B Street Marysville, CA 95901-3731 <div style="text-align: center; font-size: 2em; opacity: 0.5;">ORIGINAL</div>				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				21	14332	72736	00
Attention Gary Cena, Superintendent Program Office Marysville Joint Unified Telephone 530-749-6102				STANDARDIZED ACCOUNT CODE STRUCTURE Resource Code 5630			COUNTY 58 INDEX 8290
Name of Grant Program Education for Homeless Children and Youth							0510
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$48,700.00		\$48,700.00		7/1/21	6/30/22	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.196A	S196A210005	Education for Homeless Children and Youth			U.S. Department of Education		
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return this original, signed Grant Award Notification (AO-400) and a 2021-22 Budget Request to:</p> <p style="text-align: center;">Shoshannah Fuentes, Associate Governmental Program Analyst Integrated Student Support and Programs Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Shoshannah Fuentes				Associate Governmental Program Analyst			
E-mail Address					Telephone		
sfuentes@cde.ca.gov					916-319-0384		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					September 27, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
Far Asrani, Ed.D.				Superintendent			
E-mail Address					Telephone		
fasrani@mjusd.k12.ca.us					530-749-6101		
Signature					Date		
					10/26/2021		

Grant Award Notification (Continued)

1. The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431 et seq.). The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local homeless liaisons that are required to identify and meet the needs of homeless children and youth. The grantee is **required** to attend the annual Coordinator's Meeting. Failure to attend may result in a billing for the entire amount of grant funds advanced. The grantee must expend these funds by June 30, 2022. Carryover of EHCY funds is not allowed.

2. The grantee **must** submit two semi-annual expenditure reports. Reporting period and due dates are:


Reporting Period:

(ER 1) July 1, 2021, through December 31, 2021
(ER 2) January 1, 2022, through June 30, 2022

CDE Due Date:

January 31, 2022
July 31, 2022

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each quarterly report. The grantee cannot wait until the close of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent of the grant amount require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a 2021-22 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 15, 2022. Please email **all** fiscal forms to Shoshannah Fuentes at the email address shown on the front of this Grant Award Notification (AO-400). 

4. The CDE will disburse funds to the grantee in three payments. The initial payment of 70 percent will be disbursed after receipt of all signed AO-400s and approved Budget Requests. The second payment of 20 percent will be disbursed after receipt of the first semi-annual expenditure report, due January 31, 2022. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due July 31, 2022.

5. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851



Date: 10/6/2021
Order Number: Q-380479
Revision: 1
Order Form Expiration Date: 12/5/2021

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

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

Business Services Department

Approval *[Signature]*
Date: 10-15-21

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Comprehensive Library - Program License	100	10/27/2021	7/31/2022	9

Subtotal:	USD 9,432.00
Estimated Tax:	USD 0.00
Total US Funds:	USD 9,432.00

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

Invoicing and Payment Terms

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

Terms and Conditions

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

Purchase Order

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

EdOptions Academy Post Pay Option

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

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of

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Orders Under \$25,000.00 may pay by Credit Card:

Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions.

To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed): Jennifer Passaglia

Title: CBO

Date: _____

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Appendix A: EdOptions Academy Products

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

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

Terms and Conditions for Academy Products:

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

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

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

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

Roles and Responsibilities:

Our Responsibilities

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

We will be responsible for the following:

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

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

Your Responsibilities

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

You will be responsible for the following:

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

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Ellevation Inc. Order Form - Q-29671

This Order Form is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 11/1/2021 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company: Ellevation Inc.

Customer: Marysville Joint Unified School District, CA

Representative: Cynthia Sicairos-Hartley

Contact Name: Fal Asrani

Email: cynthiah@ellevationeducation.com

Email: fasrani@mjUSD.k12.ca.us

Phone: 617-307-5755

Phone: (530)749-6102

Address: 38 Chauncy St, 4th Floor, Boston, MA 02111

Address: 1919 B Street, Marysville, CA 95901

Start Date: 11/1/2021

End Date: 10/31/2022

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation (CA)	2,000	\$11.75	\$23,500.00

Services Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Data/Implementation	1	\$3,525.00	\$3,525.00
Online Training - 3 Hr (Year 1)	3	\$1,500.00	\$4,500.00
Online Educator and Principal Training - 1 Hr (Platform)	1	\$1,000.00	\$1,000.00

Total Investment - Q-29671

Grand Total: \$32,525.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

ELLEVEATION INC.

By (Signature):



Name (Print):

Edward Rice

Title:

President

Date:

October 11, 2021

Marysville Joint Unified School District, CA

By (Signature):



Name (Print):

Jennifer Bassaglia

Title:

CBO

Date:

Business Services Department

Approval: 

Date: 10-15-21

This Master Services Agreement (this "Agreement") is dated as of 11/1/2021 ("Effective Date") by and between Ellevation Inc., a Delaware corporation ("Ellevation"), and Marysville Joint Unified School District, CA ("Customer"). Ellevation and Customer are each referred to individually as a "Party" and collectively the "Parties" hereto.

1 Definitions.

1.1 **"System"** means Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer under this Agreement. The System provides Customer the ability to: (a) use Ellevation's proprietary data management framework for English Language Learners ("ELLs"); (b) access reporting tools related to the productivity and performance of Customer's ELLs; (c) utilize instructional content for Customer's ELLs; and (d) provide Customer's ELLs with tools to improve language acquisition.

1.2 **"Customer User"** means any of Customer's authorized users of the System.

2 **Services.** Ellevation shall perform the services listed in the Order Form and/or described in any Statement of Work ("SOW") that may be agreed to by both Parties from time to time (the "Services"), with any such Order Form or SOW incorporated into this Agreement by reference.

3 **Fees and Payment.** Customer will pay the fees as set forth in the Order Form or SOW. All invoices are payable within 30 days following receipt by Customer.

4 **Term.** The term of this Agreement shall be one year commencing on the Effective Date, and shall continue for so long as Ellevation continues to provide the System and/or Services to the Customer pursuant to a valid Order Form or SOW (the "Term"). The term of any particular Services is as provided on the Order Form or SOW.

5 License Grant

5.1 During the Term and subject to the terms and conditions of this Agreement, Ellevation grants Customer a worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System solely for Customer's internal educational purposes. All rights not specifically granted in this Agreement are fully reserved by Ellevation.

6 Restrictions

6.1 Prohibited Use Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with this Agreement and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System.

6.2 Customer Responsibilities Customer must comply with, and ensure that its Customer Users comply with, the Ellevation Terms of Use found at <https://ellevationeducation.com/platform-legal-notice>, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

7 Ownership and Rights

7.1 Ownership of Customer Content Customer retains all right, title and interest in (a) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to this Agreement; and (b) any reports produced by Customer in connection with use of the System (collectively, "**Customer Content**").

7.2 Limited Use of Customer Content by Ellevation During the Term, Customer grants Ellevation the right to use and transmit the Customer Content for purposes of providing the Services. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content on an aggregated, de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; and (c) to demonstrate the effectiveness of its products.

7.3 Ownership of System The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "**Service Materials**"), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. This Agreement does not convey any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

- 7.4 **Feedback** Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System ("**Feedback**"), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation's IP as a result of its furnishing or Ellevation's use of Feedback.
- 8 **Confidentiality. "Confidential Information"** of a Party ("**Disclosing Party**") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential or that the other party ("**Receiving Party**") reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes (but is not limited to) personally identifiable student information; the Fees contained in any Order Form or SOW; and Ellevation's IP and other proprietary tools, features and methodologies. Confidential Information does not include any information that (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any breach of any obligation owed to the Disclosing Party. Except as expressly permitted in this Agreement or by written consent of the Disclosing Party, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity. The Receiving Party will not use Confidential Information except to perform its obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party shall (x) give the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (y) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (z) allow the Disclosing Party to participate in the proceeding. Further, the Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request at any time, and/or after the termination or expiration of this Agreement, and (if requested by the Disclosing Party) certify such return or destruction in writing.
- 9 **Data Protection**
- 9.1 **Privacy Policy** Ellevation maintains a Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy> and incorporated into this Agreement. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.
- 9.2 **Family Educational Rights and Privacy Act** Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("**FERPA**"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under this Agreement. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only as necessary to fulfill the Services in performance of this Agreement, and will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.
- 9.3 **Children's Online Privacy Protection Act ("COPPA")** If Customer purchases Services available for use by students, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under COPPA.
- 9.4 **Data Security** Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. However, the internet is not perfectly secure and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.
- 9.5 **Notification of Breach** Ellevation shall notify Customer within 48 hours of determination that a data breach impacting Customer has occurred. Ellevation shall be responsible for the direct costs associated with a breach not caused by Customer or Customer Users.
- 9.6 **Legal Requests for Data** If Ellevation receives a court order or subpoena for Customer Content, Ellevation shall provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt, unless legally prohibited from doing so.
- 10 **Representation and Warranties; Disclaimers**
- 10.1 **Ellevation Representations and Warranties** Ellevation represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Order Form or SOW; and (c) it will comply with all applicable laws.
- 10.2 **Customer Representations and Warranties** Customer represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in this Agreement; (c) any

material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

- 10.3 **Ellevation Disclaimer** Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.
- 11 **Insurance.** Ellevation shall provide professional liability insurance of no less than \$1,000,000 per incident and \$2,000,000 in the aggregate. Upon written request, Ellevation shall file with the Customer a Certificate of Insurance, that includes the liability coverage limits, dates of coverage, and names the District as an additional insured.
- 12 **Termination.**
- 12.1 **Termination** Either party may terminate this Agreement (a) immediately if the other party breaches any material provision and fails to cure its breach within 20 days after receiving the other party's written notice identifying the breach, or (b) for any or no reason, upon 60 days' prior written notice. Nevertheless, the Agreement will remain in effect for as long as Ellevation is continuing to provide the System or Services to the Customer pursuant to a valid Order Form or SOW. In addition, Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date.
- 12.2 **Treatment of Customer Content at Termination** Customer shall have 30 days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in this Agreement, within 90 days of the termination or expiration of this Agreement Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.
- 13 **Indemnification**
- 13.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the System, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Ellevation will not be obligated under this Section to the extent any such infringement or violation arises from use of the System in combination with technology or services not provided by Ellevation.
- 13.2 Unless prohibited by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Customer Content, including claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation; provided, that Customer will not be obligated under this Section to the extent any such claim arises from Ellevation's use of Customer Content in violation of this Agreement.
- 14 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING ITS OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 15 **Notices.** All notices under this Agreement must be in writing and sent via email, if to Ellevation, to 'notices@ellevationeducation.com' or, if to Customer, at the email address provided on the Order Form.
- 16 **Entire Agreement.** The Agreement together with any Order Form, SOW and the Terms of Use, represents the entire agreement between the parties regarding Customer's use of the System and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters.
- 17 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets, provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 18 **Force Majeure.** Except for Customer's obligation to make payments hereunder, neither party shall be liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force

Majeure events. "Force Majeure" means an armed conflict, flood, epidemic, pandemic, labor strike or shortage, governmental decree or regulation, court order, severe weather, fire, earthquake, act of terrorism, failure of suppliers, or unavailability of communications transport facilities.

- 19 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties intend that the court shall modify such provision to make such provision and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

ELLEVATION INC.

By (Signature):



Name (Print):

Edward Rice

Title:

President

Date:

October 11, 2021

Marysville Joint Unified School District, CA

By (Signature):



Name (Print):

Jennifer Passaglia

Title:

CBO

Date:



Client Order

Q-127858

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 10/14/2021
Valid Through: 11/13/2021
Prepared By: Scott Odegard
Start Date: 11/1/2021
End Date: 6/30/2022
Quote Term: 8

Customer: Marysville Joint Unified School District
Address: 1919 B St
Marysville, California 95901-3731
Contact: Amy Stratton
Phone: (530) 749-6903

Year 1

Dates: 11/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,797	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$1.82	\$17,830.54
Year 1 Subtotal:				\$17,830.54
Year 1 Grand Total:				\$17,830.54

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.


All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Business Services Department

Approval: 
Date: 10-15-21



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

- (a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). **"Embedded Applications"** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). **"Software"** means the Illuminate software programs described in the applicable Client Order.
- (i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("Termination").
- (j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("Confidential Information"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 9 ("Confidential Information"), Section 10 ("Disclaimers"), Section 11 ("Limitation of Liabilities"), Section 15(e) ("Survival"), and Section 16 ("General Provisions"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

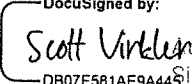
(k). **Independent Contractors**. Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement**. This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By:  DocuSigned by:
Authorized
Signature
DB07F581AE9A445

Name: Scott Virkler

Title: COO

Date: 10/15/2021

CLIENT: Marysville Joint Unified School
District

By: _____
Authorized
Signature

Name: Jennifer Passaglia

Title: CBO

Date:

Solution Tree, Inc.
Purchase Agreement

Business Services Department

Approval: [Signature]

Date: 10-15-21

Effective October 26, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St.,
Bloomington, IN 47404 and Marysville Joint USD- Yuba Garden Intermediate ("Customer") located at
Olivehurst, CA US 95961 agree as follows:

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

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

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

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$2,600.00	Upon execution of Agreement
Onsite Professional Development	\$5,200.00	October 27, 2021
Onsite Professional Development	\$5,200.00	November 3, 2021

3. **Onsite Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Malik Muhammad ("Associate"), to disseminate information for Customer on the topic of *Transforming School Culture* on October 27, 2021 and November 3, 2021.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books

used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

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

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

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

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

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

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

Jennifer Passaglia
Chief Business Officer
Marysville Joint USD

Date

Ali Cummins

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

10/13/2021

Date

Please email this Agreement to Eric Henry at Eric.Henry@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: Jim Hays
Title: Principal
Phone: (416) 899-3502
Email: jhays@mjud.com
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: same as above
Title: _____
Phone: _____
Email: _____
Fax: _____

Approval: [Signature]Date: 10/10/21**EXHIBIT B: 2021-2022 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville Joint Unified School District Nonpublic School Sierra Lower School of Sacramento

LEA Case Manager: Name Kacy Grimes Phone Number [REDACTED]

Pupil Name [REDACTED] (Last) [REDACTED] (First) [REDACTED] (M.I.) Sex: ☒ M ☐ F Grade: [REDACTED]

Address [REDACTED] City [REDACTED] State/Zip [REDACTED]

DOB [REDACTED] Residential Setting: ☒ Home ☒ Foster ☐ LCI # [REDACTED] ☐ OTHER [REDACTED]

Parent/Guardian [REDACTED] Phone ([REDACTED]) [REDACTED] (Residence) [REDACTED] (Business)

Address [REDACTED] City [REDACTED] State/Zip [REDACTED]
(If different from student)

AGREEMENT TERMS:

3. *Nonpublic School:* The average number of minutes in the instructional day will be: 345 during the regular school year
225 during the extended school year
4. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$210.00

Estimated Number of Days 200 x Daily Rate \$210.00 = PROJECTED BASIC EDUCATION COSTS \$42,000.00

B. RELATED SERVICES:

SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		60 min/weekly	\$140	34	\$4,760.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)		X		30 min/week	\$70.00	34	\$2,380.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).		X		30 min/week	included in daily rate	34	included in daily rate
Parent Counseling (520)							

Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 7,140.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 49,140.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly Other
 X y ___ y ___ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Sierra Lower School of Sacramento
(Name of Nonpublic School/Agency)

Marysville Joint Unified School District
(Name of LEA/SELPA)

Dustin Hefner 10/15/2021
71E08DED9D364ED

Jennifer Passaglia

(Signature) (Date)

(Signature) (Date)

Dustin Hefner, Director

Jennifer Passaglia,
Chief Business Official

(Name and Title)

(Name of Superintendent or Authorized Designee)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
0004		See Block 16C		0020229735	
6. ISSUED BY		5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)	
BIA PACIFIC 00013 2800 COTTAGE WAY ROOM W2820 Contracting Office Sacramento CA 95825		A13		DOI, BIA PACIFIC Contracting Office 2800 COTTAGE WAY ROOM W2800 Sacramento CA 95825	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Attn: ATTN GOVERNMENT POC 5150 FRUITLAND RD MARYSVILLE CA 95901-9505				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				A19AV00491	
CODE 0071316888		FACILITY CODE		10B. DATED (SEE ITEM 13)	
				04/01/2019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
01 Net Increase: \$1,910.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Public Law 93-638 as Amended				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
CFDA Number: 15.130					
DUNS Number: 100122274					
Marysville Joint Unified School District, to award additional 201 JOM Funds.					
TINA FOURKILLER-RAMIREZ, AWARDING OFFICIAL: BIA2018-L1-000113					
THESE FUNDS ARE MADE AVAILABLE PURUSANT TO H.J. RES. 28/FURTHER ADDITIONAL CONTINUING APPROPRIATIONS ACT, 2019. FUNDS ARE AVAILABLE THROUGH THEIR PERIOD OF AVAILABILITY. (JAN. 25, 2019).					
Legacy Doc #: IA					
Account Assignm: K G/L Account: 6100.25210					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
Dr. Fal Asrani, Superintendent		Tina Fourkiller			
		TEL: 916-930-3744		EMAIL: Tina.Fourkiller@bia.gov	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
NSN 7540-01-152-8070		Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Category

(a) Personnel/Salaries (175 hours of tutoring @ \$14 per hour)	<u>\$ 0.00</u>
(b) Fringe Benefits	<u>\$ 0.00</u>
(c) Travel	<u>\$ 500.00</u>
(d) Equipment*	<u>\$ 0.00</u>
(e) Supplies**	<u>\$ 1,300.00</u>
(f) Consultants/Contractual Services	<u>\$ 0.00</u>
(g) Space Cost	<u>\$ 0.00</u>
(h) Indian Education Committee costs	<u>\$ 0.00</u>
(I) List other needs by category	<u>\$ 0.00</u>
Cultural Workshops for parents and students	
Registration, Lodging, Meals, Transportation	
Annual State Indian Conference (4 parents, 6 students)	
Registration, Lodging, Meals, Transportation	
Education Programs	
Spring Pow Wow Workshop	
 SUB TOTAL	 <u>\$1,800.00</u>
 Indirect cost rate used to calculate contract support funds. (6.11%)	 <u>\$ 110.00</u>
 TOTAL	 <u>\$1,910.00</u>

Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(a) PERSONNEL

1.1	AIEP Resource / Tutors - hired on temporary basis as needed to meet the individual needs of Indian students. Duties include: tutoring, mentoring, outreach, liaison services. Pay rate established by the District pay range, \$14 per hour.	\$0.00
-----	---	--------

TOTAL (a)	0.00
-----------	------

(b) FRINGE BENEFITS (AS DETERMINED BY LEA POLICIES)

PERS Teachers and Instructional Assistants
OASDI Teachers and Instructional Assistants
HEALTH Teachers and Instructional Assistants
DENTAL Teachers and Instructional Assistants
SUI Teachers and Instructional Assistants
COMP Teachers and Instructional Assistants
LIFE INSURANCE

TOTAL (b)	\$ 0.00
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Johnson-O'Malley
Application for Contract
PART 1

Contract Budget Summary

Contract Summary

Describe all categorical costs entered on Contract Budget Summary Part I.:

(c)	TRAVEL	\$ 500.00
(d)	EQUIPMENT	\$ 0.00
(e)	SUPPLIES Supplies necessary to support cultural events and activities	\$1,300.00
(f)	CONTRACTUAL	\$ 0.00
(g)	COST OF SPACE	\$ 0.00
(h)	INDIAN EDUCATION COMMITTEE COSTS	\$ 0.00
(i)	OTHER NEEDS	
1.1	Cultural Workshops - open to parents and older students who are willing to teach traditional skill to the other students in the Program. Registration, Lodging, Meals, Transportation.	
1.2	Annual State Indian Conference - 1 parent and student will attend and participate as presenters. Registration, Lodging, Meals and Transportation.	
1.3	Pow Wow - year-end culmination of Program functions. The Pow Wow is used to honor all American Indian students, but, especially those students who have excelled during the school year. Consultant fees, Supplies.	
1.4	JOM Summer School Program - Provides summer activities for American Indian students, e.g. American Indian Youth Leadership Camp and American Indian Summer Academic/Cultural Summer School.	
	TOTAL	\$ 0.00
	TOTAL DIRECT CHARGES	\$1,800.00
	TOTAL INDIRECT CHARGES (6.11%)	\$ 110.00
	TOTAL BUDGET	\$ 1,910.00

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION
AMERICAN INDIAN EDUCATION PROGRAM RESOURCE**

JOB SUMMARY: Under supervision of the American Indian Education Program Supervisor, to assist in working with students, parents, school staff and the American Indian community in implementing program activities that accomplish the goals of the American Indian Education Program.

ESSENTIAL FUNCTIONS: (include but not limited to):

1. Maintains clerical records involving schedules, logs, student names, program activities and bulletins.
2. Attend weekly meetings with program staff for staff training.
3. Visit school sites, as assigned.
4. Meet with school staff to set up schedule and place for time on campus.
5. Plan activities to be implemented with students.
6. Submit list of activities to program Supervisor for approval.
7. Submit list of supplies and materials for student use that sustain program activities.
8. Meet with students identified by the Program, face-to-face, at least once each month.
9. Contact school staff to inform them of program activities
10. Contact parents to inform them of program activities.
11. Present program activities for students.
12. Contact school staff regarding academic progress of American Indian students.
13. Contact parents of American Indian students regarding academic progress.
14. Inform Program Supervisor of academic needs for American Indian students.
15. Provide academic assistance to American Indian students, upon request from Program Supervisor.
16. Assists in maintaining discipline at all times.
17. Performs other related work as assigned.

EMPLOYMENT STANDARDS:

Required:

1. High school diploma and
2. AA Degree or
3. 48 units in college credit or
4. Pass the Adult Education Proficiency Test

Knowledge of:

1. American Indian Community, history, culture, needs and activities.
2. Correct English usage, spelling, grammar, and punctuation.
3. General office procedures and practices with the understanding of the importance of using them properly in the day-to-day operation.

Ability to:

1. Establish and maintain cooperative and effective working relationships with the American Indian community, school administration, fellow employees, students, and parents.
2. Travel to school sites.
3. Compile and maintain accurate clerical records and reports as directed, in a concise, clear manner.
4. Organize and supervise children in games, play, or group activities.
5. Speak and write effectively.
6. Operate common office machines and equipment effectively, including the computer.
7. Understand and carry out oral and written instructions.

Extended Detection and Response (XDR) – A Beginner's Guide



XDR

SOPHOS
Cybersecurity evolved

Business Services Department

Approval 

Date: 10/18/21

Intercept X



Ep

Intercept X Advanced, Intercept X Advanced with XDR, Intercept X Advanced with MTR

Sophos Intercept X is the world's best endpoint protection. It stops the latest cybersecurity threats with a combination of deep learning AI, anti-ransomware capabilities, exploit prevention and other techniques

Sophos Intercept X employs a comprehensive, defense in depth approach to endpoint protection, rather than relying on one primary security technique. This layered approach combines modern and traditional techniques to stop the widest range of threats.

Stop Unknown Threats

Deep learning AI in Intercept X excels at detecting and blocking malware even when it hasn't been seen before. It does this by scrutinizing file attributes from hundreds of millions of samples to identify threats without the need for a signature.

Block Ransomware

Intercept X includes advanced anti-ransomware capabilities that detect and block the malicious encryption processes used in ransomware attacks. Files that have been encrypted will be rolled back to a safe state, minimizing any impact to business productivity.

Prevent Exploits

Anti-exploit technology stops the exploit techniques that attackers rely on to compromise devices, steal credentials and distribute malware. By stopping the techniques used throughout the attack chain Intercept X keeps your organization secure against file-less attacks and zero-day exploits.

Layered Defenses

In addition to powerful modern functionality, Intercept X also utilizes proven traditional techniques. Example features include application lockdown, web control, data loss prevention and signature-based malware detection. This combination of modern and traditional techniques reduces the attack surface, and provides the best defense in depth.

Synchronized Security

Sophos solutions work better together. For example, Intercept X and Sophos Firewall will share data to automatically isolate compromised devices while cleanup is performed, then return network access when the threat is neutralized. All without the need for admin intervention.

Highlights

- › Stops never seen before threats with deep learning AI
- › Blocks ransomware and rolls back affected files to a safe state
- › Prevents the exploit techniques used throughout the attack chain
- › Answers critical IT operations and threat hunting questions with EDR
- › Provides 24/7/365 security delivered as a fully managed service
- › See and leverage firewall, email and other data sources* with XDR
- › Easy to deploy, configure and maintain even in remote working environments

**Cloud Optix and Sophos Mobile coming soon*

SOPHOS

Endpoint Detection and Response (EDR)

Designed for IT admins and cybersecurity specialists, Sophos EDR answers critical IT operations and threat hunting questions. For example, identify devices with performance issues or suspicious processes trying to connect on non-standard ports, then remotely access the device to take remedial actions.

Managed Threat Response (MTR)

24/7/365 threat hunting detection and response service that's delivered by a team of Sophos experts. Sophos analysts respond to potential threats, look for indicators of compromise and provide detailed analysis on events including what happened, where, when, how and why.

Extended Detection and Response (XDR)

Go beyond endpoints and servers, pulling in firewall, email and other data sources*. You get a holistic view of your organization's cybersecurity posture with the ability to drill down into granular detail. For example, understand office network issues and what application is causing them.

**Sophos Cloud Optix and Sophos Mobile XDR integration coming soon*

Straightforward Management

Intercept X is managed via Sophos Central, the cloud-management platform for all Sophos solutions. It's a single pane of glass for all of your devices and products, making it easy to deploy, configure and manage your environment even in remote working setups.

Technical Specifications

Intercept X supports Windows and macOS deployments. For the latest information please read the Windows system requirements and Mac datasheet.

Licensing Overview

Features	Intercept X Advanced	Intercept X Advanced with XDR	Intercept X Advanced with MTR Standard	Intercept X Advanced with MTR Advanced
Foundational protection (inc. app control, behavioral detection, and more)	✓	✓	✓	✓
Next-gen protection (inc. deep learning, anti-ransomware, file-less attack protection, and more)	✓	✓	✓	✓
EDR (Endpoint detection and response)		✓	✓	✓
XDR (Extended detection and response)		✓	✓	✓
Managed Threat Response (MTR – 24/7/365 threat hunting and response service)			✓	✓
MTR Advanced (Leadless hunting, dedicated contact and more)				✓

Try it now for free

Register for a free 30-day evaluation at
sophos.com/intercept-x

United Kingdom and Ireland Sales
 Tel: +44 (0)9147 671131
 Email: sales@sophos.com

North America Sales
 Tel: +1 800 361 3623
 Email: na-sales@sophos.com

Australia and New Zealand Sales
 Tel: +61 2 9145 0100
 Email: sales@sophos.com.au

Asia Sales
 Tel: +65 332 9160
 Email: salesasia@sophos.com

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21-06-2020 (v1.0)

What is XDR?

Let's start by looking at the definition of XDR, as depending on who you ask the exact wording can vary.

- › **Extended Detection and Response** is the most commonly used definition, being adopted by many analyst firms and cybersecurity vendors. 'Extended' refers to going beyond the endpoint and server, bringing in additional data sources such as firewall, email, cloud, mobile and others.
- › **Cross-product Detection and Response** is another wording, referring to data being combined from multiple products and security layers.
- › The third interpretation uses the 'X' in XDR as a mathematical variable that stands in for whichever data sources are being leveraged as part of the solution.

Whichever definition you use for XDR they all reference and make use of the same core components. The ability to access and query a range of data sources to give your organization greater visibility and context.

What does XDR do?

XDR is designed to give organizations a holistic view of their cybersecurity posture and IT environment with the ability to quickly pivot to deep investigation when further investigation is required.

Gartner states:

"The primary value propositions of an XDR product are to improve security operations productivity and enhance detection and response capabilities by including more security components into a unified whole that offers multiple streams of telemetry, presenting options for multiple forms of detection and concurrently enabling multiple methods of response."

Gartner, "Innovation Insight for Extended Detection and Response." (2020)

A commonly asked question is, "how is that different to EDR?" Indeed, XDR solutions should include the business critical question answering capabilities of EDR (Endpoint Detection and Response). That is, being able to get live data directly from an endpoint or server, as well as access to cloud data if a device is offline.

XDR builds upon that solid foundation by adding even more data and context that both increases visibility and gives the user even more insight during an investigation. This results in faster and more accurate incident detection and response. Additional data sources can include firewall, email, cloud and mobile information. For example, adding in firewall data makes it simple to correlate a malicious traffic detection by the firewall with a compromised endpoint, or to see which application is causing the office network connection to run slowly.

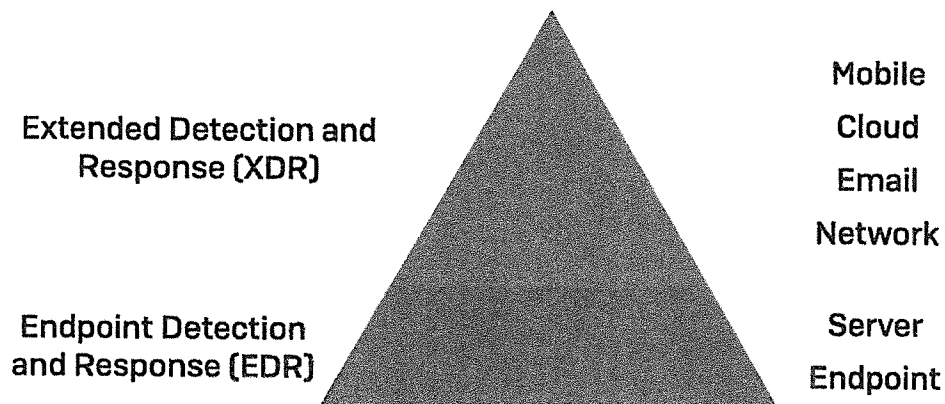
One of the most valuable ways to use XDR is to begin with the 'macro' spotlight that gives you the tools to quickly scan across your entire environment and highlight suspicious activity, anomalous behavior and other IT issues. When an issue is identified you can then hone-in on a device of interest, pulling live data or remotely accessing the device in order to dig deeper and take remedial action.

Extended Data Sources

As powerful as EDR tools are they are limited to detection and response on endpoints and servers. This isn't necessarily a bad thing. If you had to choose one place to focus your detection and response efforts your organization's endpoints and servers are a great choice.

However, there are things you can't do by working on them in isolation. After all, your IT environment is an interconnected web of networks, communication tools, mobile devices, cloud applications and more. To defend your IT infrastructure more comprehensively an integrated detection and response system is key. This is where XDR comes in.

XDR takes the idea of EDR and extends it. It goes beyond the endpoint and server, incorporating data from other security tools such as firewalls, email gateways, public cloud tools and mobile threat management solutions. XDR is an emerging technology so data sources and functionality varies between vendors, but this diagram gives a good starting point to understand what XDR adds onto EDR.



XDR use cases

The best way to explain the real world benefits of XDR is to look at how the functionality can help organizations in their day to day IT operations and threat hunting capabilities. Note that we have included EDR examples as your XDR solution should also cover those use cases.

	IT Operations	Threat hunting
EDR	<ul style="list-style-type: none"> Why is a machine running slowly? Which devices has known vulnerabilities, unknown services or unauthorized browser extensions? Are there programs running that should be removed? 	<ul style="list-style-type: none"> What processes are trying to make a network connection on non-standard ports? Show processes that have recently modified files or registry keys List detected IoCs mapped the MITRE ATT&CK framework
XDR	<ul style="list-style-type: none"> Identify unmanaged, guest and IoT devices Why is the office network connection slow? Which application is causing it? Look back 30 days for unusual activity on a missing or destroyed device 	<ul style="list-style-type: none"> Extend investigations to 30 days without bringing a device back online Use ATP and IPS detections from the firewall to investigate suspect hosts Compare email header information, SHAs and other IoCs to identify traffic to a malicious domain

How Sophos can help

Sophos XDR gives organizations a broad, holistic view of their entire cybersecurity environment with the ability to deep dive when required. In other words you get both the 10,000 feet, high level view and the granular detail as you need them.

XDR enabled solutions send endpoint, server, firewall, email and other data sources* to the Sophos Data Lake, a cloud repository for critical XDR and offline device data. It's a centralized location for all the data so you can quickly answer business critical questions, correlate events from different data sources and take even more informed action.

Getting started is easy, with a library of pre-written, fully customizable queries so you can choose a category, add devices and start answering IT operations and threat hunting questions.

Gartner Innovation Insight for Extended Detection and Response, Peter Firstbrook, Craig Lawson, 19th March 2020.

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*Cloud Optix and Sophos Mobile coming soon

Learn more at
[Sophos.com/xdr](https://sophos.com/xdr)

Secure Content Solutions, Inc.
Purchasing Contract, 2021
Variable Invoicing v.1.4

The terms and conditions listed below on this contract are for Secure Content Solutions, Inc. variable invoicing options between Secure Content Solutions, Inc (here after referred to as "SCS") and the client MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, CA (here after referred to as "End User") who is purchasing the service and/or hardware from SCS.

SCS offers variable invoicing for End Users that wish to purchase the Sophos product line under the following guidelines:

<u>PRODUCT/SERVICES PURCHASED ON THIS CONTRACT:</u>			
<u>Product –</u>	<u>Number of Users</u>	<u>Term</u>	<u>Price</u>
Sophos Cloud Endpoint Renewal w/ Intercept X & XDR	2,000	3 Years (36 months)	\$ 98,171.43
Sophos Cloud Server Renewal w/ Intercept X & XDR	100	3 Years (36 months)	\$ 10,795.71
Total – paid in 3 payments (see item 5 below for details)			\$ 108,967.14

1. Each deal must be approved by SCS and the End User and this document signed by both parties before variable invoicing will be extended. The approval decision may be based upon financial standing, D&B credit score, and other factors.
2. End User is bound by contract to pay SCS for future payments and may not cancel or withhold future monies.
3. Please make all payments payable to: Secure Content Solutions
Attention: Accounts Receivable
P.O. Box 6113
Orange, California 92863-6113
4. Payment plan for the End User will be dictated as follows based upon the length of the services contract purchased and must include a valid renewal document:
 - a. Three payments on a three year contract (the first payment of \$36,322.38 is due Net 30, the second payment of \$36,322.38 is due September 15th, 2022, and the third payment of \$36,322.38 is due September 15th, 2023). Total contract amount is \$108,967.14.
5. SCS does not guarantee the Sophos product and is not legally liable for any assertions, performance, or other items relating to the Sophos product line.
6. The Sophos EULA (End User License Agreement) must be agreed to by the End User for this contract to be valid.
7. For questions regarding this contract: Michael LaBarge
Finance
Phn # 714.744.2032 x101

Authorized by End User:

Signature: _____ Date: _____

Print Name: _____

Title: _____

Accepted by Secure Content Solutions, Inc.:

Signature: Robert P. LaBarge Date: 10/19/2021

Print Name: ROBERT P. LABARGE

Title: DISBURSE FINANCE

Includes Purchase Orders dated 09/01/2021 - 10/01/2021

Board Meeting Date October 26, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P22-01265	TROXELL COMMUNICATIONS, INC.	Doc cams and headsets	01-4410-3214	3,823.39
P22-01337	SMILE BUSINESS PRODUCTS, INC.	ABE Copiers (ESSER)	01-4410-3210	2,116.29
P22-01338	SMILE BUSINESS PRODUCTS, INC.	ABE Copier Maintenance	01-5621-3210	498.82
P22-01370	IXL Learning, Inc.	IXL for M.Torres ABL	01-5801-0003	1,079.00
P22-01549	ADVANCED DOCUMENT CONCEPTS	Independent Study Copier Maint.	01-5621-1100	1,000.00
P22-01738	AMAZON.COM	ABL Supplies	01-4300-0003	596.26
Total Location				9,113.76
Location Accounting (104A)				
P22-01323	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	66.78
P22-01500	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	199.02
P22-01501	AMAZON.COM	supplies	01-4300-0000	43.29
P22-01766	OFFICE DEPOT B.S.D.	supplies	01-4300-0000	99.53
Total Location				408.62
Location Accounting/Payroll (103)				
P22-01565	CDW-G COMPUTER CENTER	Adobe Pro License/Helms	01-5801-0000	110.57
P22-01590	MJUSD REVOLVING CASH	2021-22 REVOLVING CASH MERCHANT FEES	01-5891-0000	965.00
Total Location				1,075.57
Location After School Program (107)				
P22-01251	AMAZON.COM	Multiple Sites	01-4300-6010	82.20
P22-01252	AMAZON.COM	OLV STARS	01-4300-6010	91.71
P22-01278	AMAZON.COM	JPE STARS	01-4300-6010	254.14
P22-01279	AMAZON.COM	Multiple Sites	01-4300-6010	107.36
P22-01352	AMAZON.COM	JPE Yuba Gardens	01-4300-6010	31.38
P22-01353	OFFICE DEPOT B.S.D.	ASES McKenney	01-4300-6010	105.72
P22-01358	AMAZON.COM	Cedar Lane STARS	01-4300-6010	137.60
P22-01360	AMAZON.COM	Office	01-4300-6010	58.87
P22-01361	AMAZON.COM	OLV STARS	01-4300-6010	46.51
P22-01362	THOMASKELLY SOFTWARE ASSOC	EZ Reports	01-5801-6010	11,250.00
P22-01376	AMAZON.COM	Arboga STARS	01-4300-6010	140.71
P22-01377	AMAZON.COM	OLV STARS	01-4300-6010	95.11

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE
Page 1 of 26

Includes Purchase Orders dated 09/01/2021 - 10/01/2021

Board Meeting Date October 26, 2021

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location After School Program (107) (continued)				
P22-01379	AMAZON.COM	Arboga STARS	01-4300-6010	67.41
P22-01430	AMAZON.COM	STARS Office	01-4300-6010	29.22
P22-01592	AMAZON.COM	JPE STARS	01-4300-6010	359.88
P22-01593	AMAZON.COM	Linda Elementary STARS	01-4300-6010	51.71
P22-01600	AMAZON.COM	Loma Rica STARS	01-4300-6010	163.16
P22-01601	OFFICE DEPOT B.S.D.	Loma Rica STARS	01-4300-6010	105.67
P22-01602	AMAZON.COM	Edgewater STARS	01-4300-6010	254.40
P22-01603	SUTTER BUTTES COMMUNICATIONS	Sutter Buttes Radios	01-4300-6010	1,896.06
			Total Location	15,328.82
Location Arboga Elementary (01)				
P22-01250	AMAZON.COM	Portable Sign Pole	01-4300-1100	699.03
P22-01301	CUSTOM LANYARD	Lanyards - PBIS Motivational items	01-4300-1100	483.89
P22-01454	TROXELL COMMUNICATIONS, INC.	Elmo Document Cameras	01-4410-3010	1,216.73
P22-01457	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	133.54
P22-01459	AMAZON.COM	Classroom Supplies Order/PRESTON	01-4300-1100	307.26
P22-01460	ASSETGENIE, INC., DBA AG IREPAIR	Technology Supplies/Keyboard	01-4300-1100	64.90
P22-01486	AMAZON.COM	Classroom Supplies/Psych Rm 22	01-4300-0003	12.98
P22-01556	AMAZON.COM	Classroom Supplies/O'rourke	01-4300-1100	41.62
P22-01576	AMAZON.COM	Fidget toys	01-4300-1100	59.41
P22-01582	BAND SHOPPE	Music PPE	01-4300-0004	1,261.00
P22-01583	Cousin's Concert Attire	Music PPE	01-4300-0004	307.43
P22-01611	Scholastic Classroom Magazines	Teacher Subscriptions/SCHOLASTIC	01-4300-3010	2,438.04
P22-01628	AMAZON.COM	Classroom Supplies/Earbuds	01-4300-3010	281.24
P22-01653	DEMCO	Materials for Classroom	01-4300-1100	314.56
P22-01655	WOODWIND AND BRASSWIND	Classroom Supplies Music/WISEMAN rm 24	01-4300-1100	943.63
P22-01656	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Supplies/WISEMAN Rm 24	01-4300-1100	611.55
P22-01657	WENGER CORPORATION	Classroom Supplies/WISEMAN Rm 24	01-4300-1100	586.14
P22-01675	JW PEPPER & SON, INC.	Music/WISEMAN Rm 24	01-4300-0004	653.55
P22-01752	AMAZON.COM	Classroom Supplies	01-4300-1100	87.86
P22-01783	AMAZON.COM	Classroom Supplies	01-4300-1100	191.43

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P22-01784	AMAZON.COM	Classroom Supplies	01-4300-1100	136.49
			Total Location	10,832.28
Location Browns Valley Elementary (03)				
P22-01232	AMAZON.COM	Junie-Counselor	01-4300-1100	57.30
P22-01320	OFFICE DEPOT B.S.D.	copy supplies	01-4300-1100	161.38
P22-01642	OFFICE DEPOT B.S.D.	Sped	01-4300-6500	107.04
P22-01739	OFFICE DEPOT B.S.D.	sped/classroom	01-4300-1100	181.23
			Total Location	506.95
Location Business Services (106)				
P22-01275	SCHOOLS INSURANCE GROUP-WC	Workers Compensation 2021-2022	77-9506-	1,065,627.00
P22-01589	APPEAL DEMOCRAT	Subscription J.Passaglia	01-5890-0000	168.00
P22-01641	OFFICE DEPOT B.S.D.	Supplies	01-2301-0000	707.25
P22-01679	KINGSLEY BOGARD, LLP.	Legal Services 2021-2022	01-5830-0000	400,000.00
			Total Location	1,466,502.25
Location Categorical (203)				
P22-01291	AMAZON.COM	materials for program	01-4300-5630	67.40
P22-01292	AMAZON.COM	Materials for ORC	01-4300-4127	373.35
P22-01322	MARYSVILLE HIGH SCHOOL STUDENT BODY	Homeless Student PE Clothes	01-4300-5630	21.66
P22-01423	OFFICE DEPOT B.S.D.	Materials for Program	01-4300-0003	49.24
P22-01743	OFFICE DEPOT B.S.D.	Materials for Program	01-4300-0003	36.61
			Total Location	548.26
Location Cedar Lane Elementary (05)				
P22-01221	OFFICE DEPOT B.S.D.	Office / Soto	01-4300-0003	60.43
			01-4300-1100	263.52
P22-01222	OFFICE DEPOT B.S.D.	Burke	01-4300-0003	327.59
P22-01469	WOODWIND AND BRASSWIND	Music	01-4300-0004	176.34
P22-01470	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Music	01-4300-0004	691.17
P22-01471	POPPLER'S MUSIC	Music	01-4300-0004	540.17
P22-01577	ADVANCED DOCUMENT CONCEPTS	Cedar Lane Copier Maint	01-5621-0003	1,200.00
			Total Location	3,259.22

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42)				
P22-01199	MUSIC THEATRE INTERNATIONAL	Drama- Junie B. Jones	09-4300-0000	1,483.03
P22-01248	REBECCA L SUMAHIT	Martial Arts Instruction - Sumahit	09-5801-0000	33,600.00
P22-01249	Richard Valentini	Math Instruction 2021-22 SY	09-5801-7422	25,088.00
P22-01266	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	130.38
P22-01299	NASCO	MCAA ARTS MINI GRANT	01-4300-4127	460.06
P22-01329	Savvas Learning Company LLC	iLit	09-5801-3010	2,299.95
P22-01348	AMAZON.COM	Supplies - Strings and Graphic Arts	09-4300-0004	1,866.87
P22-01401	OFFICE DEPOT B.S.D.	Supplies Rm 15	09-4300-0000	44.26
P22-01402	OFFICE DEPOT B.S.D.	Supplies Rm 21	09-4300-0000	78.19
P22-01404	APPLE COMPUTER INC	MacBook Pro	09-4300-0004	7,354.59
P22-01415	AMAZON.COM	Supplies - Theater Tech Production	09-4300-0004	289.49
P22-01420	UNION LUMBER COMPANY	Supplies Theater	09-4300-0004	1,000.00
P22-01520	Cousin's Concert Attire	Choral Masks	09-4300-0004	205.76
P22-01521	SHADD JANITORIAL SUPPLY	MCAA Custodial Supplies 2021-2022	09-4320-0000	500.00
P22-01527	Broadway Licensing LLC	Almost, Maine royalties	09-4300-0000	600.00
P22-01532	AMAZON.COM	English Supplies - Fridrich and Ramirez	09-4300-1100	312.06
P22-01676	CDW-G COMPUTER CENTER	Adobe Creative Cloud	09-5801-0000	2,478.00
P22-01704	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	109.28
P22-01755	CSF/CJSF CENTRAL OFFICE	CSF Membership 2021-22	09-5220-0000	75.00
P22-01756	CSF/CJSF CENTRAL OFFICE	CJSF Membership 2021-22	09-5220-0000	25.00
P22-01788	JW PEPPER & SON, INC.	Flute Masks	09-4300-1100	161.83
P22-01789	JW PEPPER & SON, INC.	Strings Sheet Music	09-4300-1100	86.60
P22-01791	OFFICE DEPOT B.S.D.	Supplies	09-4300-0000	82.17
P22-01792	AMAZON.COM	Art Supplies	09-4300-1100	265.56
P22-01793	AMAZON.COM	Dance Supplies	09-4300-1100	20.56
P22-01794	MARYSVILLE YOUTH & CIVIC CTR	MYCC Extended Wifi	09-5930-7422	1,750.00
			Total Location	80,366.64
Location Child Development (51)				
P22-01201	AMAZON.COM	Covillaud PRE RM A Supplies Jackie Midthun	12-4300-6105	42.31
P22-01202	AMAZON.COM	Covillaud PRE Rm C Becky DAgostini	12-4300-6105	32.46

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P22-01243	AMAZON.COM	DO RM 105 Pre Supplies	12-4300-6105	35.17
P22-01307	OFFICE DEPOT B.S.D.	DO RM 105 Kwoods Supplies	01-4300-6128	91.84
P22-01310	AMAZON.COM	OLVPRE RM B - Maria Jacobo	12-4300-6105	79.59
P22-01312	AMAZON.COM	CLE PRE - Dao Scott	12-4300-6105	327.12
P22-01328	OFFICE DEPOT B.S.D.	Olivehurst PRE Rm C Heidi Oliver	12-4300-6105	85.80
P22-01371	OFFICE DEPOT B.S.D.	CLE PRE - Dao Scott	12-4300-6105	85.80
P22-01382	LOVING GUIDANCE, INC	Conscious Discipline PD Training	01-5801-6128	3,970.00
P22-01389	AMAZON.COM	OLV PRE Rm A - Jocelyn Padilla	12-4300-6105	155.30
P22-01422	AMAZON.COM	KWoods Pre Supplies	12-4300-6105	130.23
P22-01481	OFFICE DEPOT B.S.D.	OLV PRE Rm A - Jocelyn Padilla	12-4300-6105	49.25
P22-01558	AMAZON.COM	PRE Supplies KWoods	12-4300-6105	393.86
P22-01622	AMAZON.COM	Kynoch PRE supplies Carmen Mota	12-4300-6105	94.80
P22-01624	AMAZON.COM	Covillaud PRE Supplies RM A Kangbao Soung	12-4300-6105	237.26
P22-01725	AMAZON.COM	OLVPRE Rm C - Heidi Oliver	12-4300-6105	36.78
P22-01733	AMAZON.COM	KYN PRE- Carmen Mota	12-4300-6105	25.96
P22-01764	AMAZON.COM	LIN PRE Rm 302 - Linda Duenas	12-4300-6105	64.86
P22-01765	AMAZON.COM	Pre Supplies RM 105	12-4300-6105	106.27
			Total Location	6,044.66
Location Community Day School (54)				
P22-01259	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-3182	83.05
P22-01407	NIMCO, INC.	Per Mr. Gray - Items/projects/drug free	01-4300-6690	850.75
P22-01636	Panorama Education Inc.	Panorama License	01-5801-3182	14,250.00
P22-01767	AMAZON.COM	Per Mr. Gray - supplies	01-4300-1100	554.32
P22-01770	AMAZON.COM	Photography Supplies - per Mr. Gray	01-4300-0003	593.67
			Total Location	16,331.79
Location Cordua Elementary (07)				
P22-01237	The Tree House, Inc.	Toner	01-4300-1100	123.19
P22-01342	AMAZON.COM	Amazon - Bennett	01-4300-0003	89.88
P22-01437	OFFICE DEPOT B.S.D.	Toner - Hansard	01-4300-1100	79.11
P22-01447	AMAZON.COM	Music Class White Board - Martinez	01-4300-0004	158.03

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Cordua Elementary (07) (continued)				
P22-01528	WATERFORD RESEARCH INSTITUTE	Waterford Purchase	01-5801-0003	625.00
P22-01751	OFFICE DEPOT B.S.D.	Office Toner - Karnegas	01-4300-1100	250.08
			Total Location	1,325.29
Location Covillaud Elementary (09)				
P22-01234	MOBYMAX, LLC	Moby Max	01-5801-0003	500.00
P22-01235	DEMCO	Library Supplies	01-4300-0003	356.02
P22-01244	AMAZON.COM	Mice	01-4300-3010	778.00
P22-01314	THE BRICK COFFEE HOUSE CAFE	Staff Meeting	01-4300-1100	1,477.13
P22-01332	WALKER'S OFFICE SUPPLIES	Bookcases	01-4300-1100	646.90
P22-01336	SCHOLASTIC	Library Books	01-4200-0003	237.17
P22-01345	AMAZON.COM	Classroom supplies	01-4300-0003	14.22
P22-01388	AMAZON.COM	Student supplies	01-4300-0003	118.79
P22-01421	OFFICE DEPOT B.S.D.	Classroom supplies	01-4300-0003	101.32
P22-01446	AMAZON.COM	Tutoring Supplies	01-4300-7425	1,644.80
P22-01451	AMAZON.COM	Outreach Room	01-4300-1100	202.73
P22-01452	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	295.22
P22-01487	OFFICE DEPOT B.S.D.	Classroom supplies - Clever badges	01-4300-0003	167.46
P22-01488	OFFICE DEPOT B.S.D.	Batteries for chromebook mice-Kinder	01-4300-0003	142.85
P22-01493	JUNIOR LIBRARY GUILD	Library Books	01-4200-0003	1,022.75
P22-01659	AMAZON.COM	Classroom supplies	01-4300-0003	403.05
P22-01661	OFFICE DEPOT B.S.D.	Admin supplies	01-4300-1100	56.91
P22-01689	AMAZON.COM	Admin supplies	01-4300-1100	254.11
			Total Location	8,419.43
Location Dobbins Elementary (11)				
P22-01526	OFFICE DEPOT B.S.D.	Dobbins School	01-4300-1100	67.07
P22-01690	SWIS	SWIS Annual License	01-5801-1100	350.00
			Total Location	417.07
Location Edgewater Elementary (12)				
P22-01240	AMAZON.COM	Camatti/5th	01-4300-0004	64.77
P22-01241	AMAZON.COM	Cafeteria plastic frames	01-4300-1100	35.72

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12) (continued)				
P22-01297	IXL Learning, Inc.	IXL Learning	01-5801-3010	6,038.00
P22-01298	MathRack Inc.	Pickell/1st grade	01-4300-3010	420.77
P22-01349	OFFICE DEPOT B.S.D.	Hankenson/2nd Grade	01-4300-0004	114.19
P22-01369	CONSCIOUS DISCIPLINE	Admin	01-4300-0004	49.80
P22-01394	AMAZON.COM	Pickell/Adj. table	01-4300-0004	108.24
P22-01395	AMAZON.COM	Camatti/Folders	01-4300-0004	77.88
P22-01403	AMAZON.COM	Soto/Tech repair	01-4300-0004	17.64
P22-01433	Home Depot USA, Inc.	Cone Cups	01-4300-3215	96.72
P22-01434	AMAZON.COM	Math manipulative/1st Grade	01-4300-0004	486.50
P22-01436	AMAZON.COM	Math manipulative/1st Grade	01-4300-0004	243.25
P22-01456	The Tree House, Inc.	Toner	01-4300-0003	309.81
P22-01509	AMAZON.COM	Covert/sheet label	01-4300-0004	13.86
P22-01511	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covert-1st grade	01-4300-0004	97.39
P22-01530	OFFICE DEPOT B.S.D.	Toner/Kovach/Hartridge	01-4300-0003	535.78
P22-01552	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	260.75
P22-01553	AMAZON.COM	Office Supplies	01-4300-1100	62.59
P22-01774	WATERFORD RESEARCH INSTITUTE	Waterford Renewal	01-5801-3010	6,120.00
P22-01781	AMAZON.COM	LaShay Mori/Counselor	01-4300-3216	154.62
P22-01802	OFFICE DEPOT B.S.D.	RSP Order	01-4300-0004	153.48
P22-01803	AMAZON.COM	Esselman	01-4300-0004	262.00
			Total Location	15,723.76
Location Ella Elementary (13)				
P22-01304	OFFICE DEPOT B.S.D.	Calendars	01-4300-1100	36.53
P22-01305	AMAZON.COM	STOP Signs	01-4300-1100	203.00
P22-01325	AMAZON.COM	Copy Paper	01-4300-1100	32.24
P22-01386	AMAZON.COM	Popcorn for popcorn machine	01-4300-1100	40.99
P22-01387	OFFICE DEPOT B.S.D.	Address Ink Stamp	01-4300-1100	42.21
P22-01455	STARFALL	Online Program Membership	01-5801-3010	270.00
P22-01485	SCHOLASTIC	Subscription (Already Ordered)	01-4300-3010	145.20
P22-01776	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	915.28

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Facilities (66)			Total Location	1,685.45
P22-01542	OFFICE DEPOT B.S.D.	Facilities/Karla De La Paz	01-4300-0000	94.79
P22-01623	DIVISION OF STATE ARCHITECT	8304-McKenney Portable DSA Close Out Fees	01-6223-0010	698.75
P22-01674	SiteLogIQ	Site Logiq/Annual Energy Management Data Hosting	01-5520-0010	8,140.00
			01-5890-0010	95,000.00
P22-01680	The Tree House, Inc.	Toner	01-4300-0000	1,395.02
			Total Location	105,328.56
Location Foothill Intermediate (35)				
P22-01311	WALKER'S OFFICE SUPPLIES	Task Chair - Tanya	01-4300-1100	280.37
P22-01331	WALKER'S OFFICE SUPPLIES	Office Desk - Tanya	01-4410-1100	1,428.03
P22-01343	AMAZON.COM	Chromebooks cords	01-4300-3010	206.40
P22-01344	AMAZON.COM	Chromebook parts	01-4300-3010	250.01
P22-01346	AMAZON.COM	Chromebook Parts	01-4300-3010	164.22
P22-01385	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	153.62
P22-01392	AMAZON.COM	Folders - Cece	01-4300-0004	51.93
P22-01393	AMAZON.COM	Card Readers - Ro	01-4300-0004	60.56
P22-01482	AMAZON.COM	Creativity Supplies	01-4300-0004	89.48
P22-01489	AMAZON.COM	Activity Book - Rocio	01-4300-3010	25.34
P22-01554	AMAZON.COM	Office Supplies	01-4300-1100	36.64
P22-01585	AMAZON.COM	Speakers - Rm. 24	01-4300-3010	43.28
P22-01726	AMAZON.COM	Popsicle sticks - Creativity	01-4300-0004	13.24
P22-01804	AMAZON.COM	Counseling Supplies	01-4300-3216	398.81
			Total Location	3,201.93
Location Grounds (65)				
P22-01378	AMAZON.COM	GROUND/MAURICE NEGUELLOUA	01-4300-0000	71.42
P22-01559	NorCal Turf Tech & Reels	Grounds/John Deere Blade Sharpening LHS	01-5642-0000	1,068.53
P22-01672	AMAZON.COM	GROUND/MAURICE JV BASEBALL FIELD	01-4300-0000	203.46
P22-01730	AMAZON.COM	Grounds/Maurice Negueloua	01-4300-0000	155.33
			Total Location	1,498.74
Location Health/Nurse (205)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Health/Nurse (205)				
P22-01494	Center for Hearing Health	4R Hearing Center - Hearing Van	01-5801-0000	23,874.00
Location Indian Education (108)				
P22-01476	AMAZON.COM	cultural craft supplies	01-4300-4510	1,572.68
P22-01594	SHIRLEY ROWLAND	school-wide cultural presentations	01-5801-4510	350.00
P22-01595	MICHAEL ALLEN RAMIREZ	school-wide cultural presentation	01-5801-4510	350.00
Total Location				2,272.68
Location Instruction (IMC) (110)				
P22-01198	EDUCATIONAL TESTING SERVICE	ELPAC video scores	01-4300-0000	2,000.00
P22-01458	AMAZON.COM	ELD Books	01-4300-4203	97.26
P22-01581	UNIVERSITY OF OREGON CENTER ON TEACHING & LEARNING	Tier 1 Foundational Skills	01-4300-4035	893.06
P22-01677	AMAZON.COM	Lit Coaches supplies	01-4300-0000	60.40
P22-01678	OFFICE DEPOT B.S.D.	office supplies	01-4300-0000	424.51
P22-01683	MCGRAW-HILL SCHOOL EDUCATION	Wonders ELD	01-4100-4203	616.57
P22-01684	Savvas Learning Company LLC	iLit	01-4100-4203	3,162.24
Total Location				7,254.04
Location Johnson Park Elementary (15)				
P22-01226	AMAZON.COM	Office	01-4300-0004	41.10
P22-01227	OFFICE DEPOT B.S.D.	Electric Stapler for Classroom	01-4300-0004	27.92
P22-01290	AMAZON.COM	Classroom materials for Ghag	01-4300-0004	205.65
P22-01498	AMAZON.COM	Materials for Lunden	01-4300-0003	125.71
P22-01729	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-1100	54.33
P22-01735	OFFICE DEPOT B.S.D.	Sharpeners, Pens, Receipt Book	01-4300-1100	116.08
P22-01746	AMAZON.COM	Lamp for Stabnau	01-4300-0003	77.93
Total Location				648.72
Location Kynoch Elementary (17)				
P22-01205	Scholastic Classroom Magazines	RM 14 SCHOLASTIC 2	01-4300-0003	147.40
P22-01206	Scholastic Classroom Magazines	RM 19 STORY WORKS 3	01-4300-0003	252.12
P22-01207	Scholastic Classroom Magazines	RM 11 SCHOLASTIC 3	01-4300-0003	442.16
P22-01208	Scholastic Classroom Magazines	RM 2 CLAVELLE SCHOLASTIC LETS FIND OUT	01-4300-0003	129.71

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P22-01209	Scholastic Classroom Magazines	RM 16 COVERT SCHOLASTIC 2	01-4300-0003	177.98
P22-01210	Scholastic Classroom Magazines	RM 21 CROSS SCHOLASTIC 3	01-4300-0003	157.08
P22-01211	Scholastic Classroom Magazines	RM 9 HANAN SCHOLASTIC LETS FIND OUT	01-4300-0003	129.71
P22-01212	Scholastic Classroom Magazines	RM 4 JOHAL SCHOLASTIC LETS FIND OUT	01-4300-0003	129.71
P22-01213	Scholastic Classroom Magazines	RM 20 LEWELLEN STORY WORKS 3	01-4300-0003	226.91
P22-01214	Scholastic Classroom Magazines	RM 10 LUJAN SCHOLASTIC 2 DIGITAL	01-5801-0003	115.68
P22-01215	Scholastic Classroom Magazines	RM 5 MALAK SCHOLASTIC LETS FIND OUT	01-4300-0003	141.50
P22-01216	Scholastic Classroom Magazines	RM 3 MELL SCHOLASTIC LETS FIND OUT	01-4300-0003	129.71
P22-01217	Scholastic Classroom Magazines	RM 7 YOUNGGREN SCHOLASTIC LETS FIND OUT	01-4300-0003	141.50
P22-01218	Scholastic Classroom Magazines	RM 12 XIONG STORYWORKS 3	01-4300-0003	226.91
P22-01219	Scholastic Classroom Magazines	RM 37 PIERRE SCHOLASTIC, SCIENCE SPIN	01-4300-0003	230.84
P22-01224	AMAZON.COM	JULIE T, CORDS FOR CHROMEBOOKS	01-4300-1100	129.86
P22-01254	OFFICE DEPOT B.S.D.	RM 21, OFFICE DEPOT	01-4300-1100	97.59
P22-01256	OFFICE DEPOT B.S.D.	RENU, SPEECH OFFICE DEPOT ORDER	01-4300-1100	189.70
P22-01261	OFFICE DEPOT B.S.D.	BABB	01-4300-0003	138.93
P22-01333	WEST MUSIC	MUSIC, WEST MUSIC ORDER	01-4410-0004	2,507.57
P22-01335	DEMCO	LIBRARY, DEMCO ORDER	01-4300-1100	108.41
P22-01350	Mystery Science Inc.	MYSTERY SCI Subscription Renewal	01-4300-3010	1,499.00
P22-01351	AMAZON.COM	RM 9, AMAZON RM 9 & 28	01-4300-0003	159.54
P22-01359	AMAZON.COM	JULIE T, CORDS	01-4300-3010	325.44
P22-01374	Scholastic Classroom Magazines	RM 26 PANTOJA SCHOLASTIC 4	01-4300-0003	176.72
P22-01406	MobyMax, LLC	Moby Max License	01-5801-3010	3,495.00
P22-01408	Heggerty Phonemic Awareness	RSP, Phonemic awareness	01-4300-0004	431.95
P22-01409	AMAZON.COM	RM 27 AMAZON ORDER	01-4300-0004	69.76
P22-01496	AMAZON.COM	RM 20, AMAZON ORDER FOR 19 AND 20.	01-4300-0003	315.05
P22-01499	AMAZON.COM	RM 1, AMAZON	01-4300-0003	334.75
P22-01596	OFFICE DEPOT B.S.D.	RM 35 INK	01-4300-1100	214.31
P22-01638	OFFICE DEPOT B.S.D.	Rm 18, ink. Office Depot	01-4300-0003	179.72
P22-01668	AMAZON.COM	RM 7, CHARGING STATION, AMAZON	01-4300-3010	207.96

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P22-01669	OFFICE DEPOT B.S.D.	RM 38, INK	01-4300-0003	229.47
P22-01670	AMAZON.COM	RM 1, AMAZON ORDER WHITE PAPER	01-4300-0003	15.12
P22-01671	AMAZON.COM	RM 19 AMAZON ORDER	01-4300-0003	292.76
P22-01673	AMAZON.COM	RM 19	01-4300-0003	243.45
P22-01740	AMAZON.COM	SANCHEZ, AMAZON ORDER	01-4300-0003	125.17
P22-01744	OFFICE DEPOT B.S.D.	RM 21, CROSS, OFFICE DEPOT	01-4300-0003	7.31
P22-01745	AMAZON.COM	OFFICE, PLEXIGLASS	01-4300-1100	47.39
Total Location				14,320.85
Location Linda Elementary (19)				
P22-01229	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	57.86
P22-01231	SCHOOL SPECIALTY LLC	Picnic Tables - GEER	01-4410-3215	17,158.20
P22-01397	Scholastic Classroom Magazines	Birch subscription	01-4300-0003	175.90
P22-01398	Pacific Office Automation	Riso S8113U ink and master	01-4300-0003	281.72
P22-01414	SMILE BUSINESS PRODUCTS, INC.	LIN Copier Maint 21-22 SY	01-5621-0003	58.31
P22-01463	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	49.04
P22-01578	RENAISSANCE LEARNING, INC	Freckle/1 yr. 10/1/21 to 9/30/22	01-5801-0003	1,500.00
P22-01760	OFFICE DEPOT B.S.D.	Supplies	01-4300-1100	124.90
Total Location				19,405.93
Location Lindhurst High (43)				
P22-01200	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	118.11
P22-01230	AMAZON.COM	Technology Supplies	01-4300-0000	54.07
P22-01236	WeVideo, Inc.	CTE LHS MEDIA/SPANGLER	01-5801-0000	1,254.50
P22-01238	CDW-G COMPUTER CENTER	Technology Supplies	01-4300-0000	55.12
P22-01242	AMAZON.COM	Lockers	01-4410-0000	817.96
P22-01245	AIRGAS	CTE LHS WELD/HIDALGO	01-4300-0004	1,000.00
P22-01246	SUTTER ORCHARD SUPPLY	CTE LHS AGR/HIDALGO	01-4300-7010	2,000.00
P22-01302	OFFICE DEPOT B.S.D.	Classroom Supplies/Science	01-4300-0003	78.57
P22-01303	AMAZON.COM	Classroom Supplies/Science	01-4300-0003	90.90
P22-01306	OFFICE DEPOT B.S.D.	Standing Desks	01-4300-0000	746.88
P22-01309	AMAZON.COM	Supplies	01-4300-0000	54.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P22-01313	SYSCO SACRAMENTO, INC.	Gym Foyer Snack Bar	01-4410-0004	5,622.31
P22-01340	AMAZON.COM	Classroom Supplies	01-4300-0003	70.79
P22-01341	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0003	371.68
P22-01347	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	423.60
P22-01383	HASTIE'S CAPITOL SAND & GRAVEL	CTE LHS AGR/ALVAREZ	01-4300-6387	819.60
P22-01416	Western Pacific Mechanical Svc	Foyer Ice Machine Repair	01-5641-0000	679.04
P22-01417	Muller Sports	Fall Sports Officials	01-5801-0000	6,268.00
P22-01418	Pioneer Valley League	Pioneer Valley League Dues	01-5310-0000	1,000.00
P22-01441	JW PEPPER & SON, INC.	Classroom Supplies/C Garcia	01-4300-0004	1,322.53
P22-01442	WOODWIND AND BRASSWIND	Classroom Supplies/C Garcia	01-4300-0004	540.16
P22-01443	WOODWIND AND BRASSWIND	Classroom Supplies/C Garcia	01-4300-0004	49.78
P22-01444	FREDRIC H. JONES & ASSOCIATES	Fred Jones Video Toolbox	01-5801-0000	695.00
P22-01448	AMAZON.COM	Classroom Supplies/C Garcia	01-4300-0004	707.36
P22-01449	AMAZON.COM	Classroom Supplies/C Garcia	01-4300-0004	174.49
P22-01450	AMAZON.COM	PE Supplies	01-4300-0000	192.05
P22-01453	AMAZON.COM	Supplies/EL Office	01-4300-0000	86.66
P22-01483	AMAZON.COM	Classroom Supplies/Boyd	01-4300-0000	13.20
P22-01529	B & H PHOTO	Classroom Supplies/Spangler	01-4300-0004	462.77
P22-01579	JW PEPPER & SON, INC.	Classroom Supplies/C Garcia	01-4300-0004	638.52
P22-01580	Savvas Learning Company LLC	Anatomy Books	01-4100-0004	7,758.32
P22-01588	Home Depot USA, Inc.	CTE LHS AG/ HIDALGO	01-4300-0004	750.00
P22-01614	AMAZON.COM	Athletic Supplies/Football	01-4300-0000	16.23
P22-01615	AMAZON.COM	Athletic Supplies/US Flag	01-4300-0000	72.47
P22-01619	AMAZON.COM	Classroom Supplies/Boyd	01-4300-0000	167.42
P22-01629	AMAZON.COM	Classroom Supplies/Newnam	01-4300-0003	129.85
P22-01630	OFFICE DEPOT B.S.D.	Toner	01-4300-0003	565.49
P22-01650	JW PEPPER & SON, INC.	Classroom Supplies/C Garcia	01-4300-0004	201.10
P22-01651	PTM Document Systems	Report Card Forms	01-4300-0000	1,269.91
P22-01652	EXPLORELEARNING, LLC	Gizmos License	01-5801-0004	5,240.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P22-01660	OFFICE DEPOT B.S.D.	Classroom Supplies/Spangler	01-4300-0004	154.68
P22-01663	AMAZON.COM	Classroom Supplies/Walz	01-4300-0004	62.87
P22-01681	ANTHEM SPORTS, LLC	Athletics/Softball	01-4300-0000	490.33
P22-01682	HOUGHTON MIFFLIN HARCOURT	HS Science Spanish edition	01-4100-4203	2,084.92
P22-01686	AMAZON.COM	Classroom Supplies/Walz	01-4300-0004	162.27
P22-01687	AMAZON.COM	Classroom Supplies/English	01-4300-0003	140.98
P22-01688	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	1,092.56
P22-01720	B & H PHOTO	Cameras/Camcorders	01-4410-6387	22,217.68
P22-01721	HASTIE'S CAPITOL SAND & GRAVEL	CTE LHS AGR/ALVAREZ	01-4300-6387	1,171.81
P22-01722	CENTRAL RESTAURANT PRODUCTS	LHS Culinary Linens	01-4300-6387	6,276.00
P22-01724	Conlin Supply Company	CTE LHS AGR/HIDALGO	01-4300-6387	11,424.45
P22-01750	AMAZON.COM	Classroom Supplies/Walz	01-4300-0004	147.00
P22-01759	AIRGAS	CTE LHS WELD/ HIDALGO	01-4410-6387	4,299.25
P22-01775	AMAZON.COM	Technology Supplies	01-4300-0003	56.27
P22-01782	OFFICE DEPOT B.S.D.	Supplies	01-4300-0000	195.92
Total Location				92,555.43
Location Loma Rica Elementary (21)				
P22-01354	OFFICE DEPOT B.S.D.	Classroom Ink-Rerucha	01-4300-0003	124.94
P22-01355	AMAZON.COM	Classroom Supplies	01-4300-0003	47.28
P22-01375	AMAZON.COM	Classroom Ink- Rerucha	01-4300-0003	97.40
P22-01610	PERIPOLE, INC	Music-Recorders	01-4300-0004	204.99
P22-01632	SMILE BUSINESS PRODUCTS, INC.	LRE Copier Maint 21-22 SY	01-5621-0003	649.50
P22-01801	AMAZON.COM	Counselor Office Supplies	01-4300-3216	465.04
Total Location				1,589.15
Location Maintenance (63)				
P22-01315	KONE INC	MHS Elevator Service Call and Repair	01-5642-8150	1,264.03
P22-01317	LENNOX INDUSTRIES, INC.	Maintenance/Yuba Gardens HVAC	01-4300-8150	408.20
P22-01327	WRIGHT ONE ELECTRIC	Maintenance/Emergency MCAA	01-5642-8150	9,766.00
P22-01365	UNITED BUILDING CONTRACTORS, INC.	Maintenance/WoodShop Roof	01-6210-8150	28,600.00
P22-01366	LINCOLN AQUATICS	Maintenance/MHS Pool Supplies 2021-2022	01-4300-8150	4,158.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P22-01368	AMAZON.COM	Maintenance/ Doug Trower	01-4300-8150	29.20
P22-01384	THE GARLAND COMPANY, INC	MAINTENANCE/ MHS Wood Shop Materials	01-4300-8150	43,354.51
P22-01390	AMAZON.COM	MAINTENANCE/ DOUG TROWER	01-4300-8150	216.40
P22-01538	VOLTAGE SPECIALISTS	Maintenance/Arboga Fire Panel	01-5642-8150	4,182.00
P22-01539	BROWNSVILLE SAND & GRAVEL INC	Maintenance/Grounds MHS	01-5801-8150	2,632.00
P22-01540	Creative Designs	Maintenance/Linda Elementary	01-5801-8150	1,800.00
P22-01541	CARPET II INC. DBA PREMIER FLOORS	Maintenance/Lindhurst High Student Store	01-5801-8150	8,589.49
P22-01612	SIEMENS BUILDING TECHNOLOGIES	Maintenance/Equipment Controllers	01-5801-8150	8,646.29
P22-01613	DECKER EQUIPMENT/SCHOOL FIX	Maintenance/Maurice Clavelle	01-4300-8150	57.01
P22-01620	AMAZON.COM	MAINTENANCE/Doug Trower	01-4300-8150	44.89
P22-01621	OFFICE DEPOT B.S.D.	MAINTENANCE/ SUPPLIES	01-4300-8150	97.36
P22-01626	SILICA RESOURCES, INC. SRI-SPECIALTY SAND & GRAVEL	MAINTENANCE/GROUNDS/2021-2022	01-4300-8150	25,000.00
P22-01654	CHATFIELD-CLARKE CO, INC.	Maintenance/Stock	01-4300-8150	3,832.69
P22-01664	JEFF HUBER CONSTRUCTION	Maintenance/LHS F Building-Insurance Repair	01-6210-8150	46,440.00
P22-01665	JEFF HUBER CONSTRUCTION	Maintenance/LHS F Building Stucco	01-6210-8150	35,290.00
P22-01702	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/LHS F Building Asbestos Inspection	01-5801-8150	1,207.80
P22-01703	HYDROTEC SOLUTIONS, INC.	Maintenance/Loma Rica	01-5801-8150	2,018.73
P22-01710	Creative Designs	Maintenance/Lindhurst High School	01-5801-8150	11,707.43
P22-01711	Creative Designs	Maintenance/Arboga Elementary School	01-5801-8150	11,681.82
P22-01723	Creative Designs	Maintenance/Olivehurst Elementary School	01-5801-8150	5,957.83
P22-01732	DECKER EQUIPMENT/SCHOOL FIX	Maintenance/Manuel Garibay	01-4300-8150	125.62
P22-01748	DECKER EQUIPMENT/SCHOOL FIX	Maintenance/Manuel Garibay	01-4300-8150	51.91
P22-01761	VOLTAGE SPECIALISTS	Maintenance/Browns Valley	01-5642-8150	785.00
P22-01762	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/MHS POOL PERMIT 2022	01-5890-8150	545.37
P22-01763	AMAZON.COM	MAINTENANCE/LINDA SCHOOL	01-4300-8150	246.26
P22-01779	PRO SPORT FLOORS, INC	MAINTENANCE/LHS Gym	01-5801-8150	4,900.00
P22-01785	AMAZON.COM	MAINTENANCE/DOUG TROWER	01-4300-8150	157.12
P22-01787	1-888-4-Abatement, Inc.	MAINTENANCE/LHS F BUILDING REPAIRS	01-5801-8150	19,804.47
P22-01790	WEST COAST FIRE & WATER	MAINTENANCE/LHS F BUILDING REPAIRS	01-5801-8150	10,295.06

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P22-01796	OFFICE DEPOT B.S.D.	MAINTENANCE/SUPPLIES	01-4300-8150	86.78
			Total Location	293,979.27
Location Marysville High (45)				
P22-01228	THOMAS L. SAMSON	MHS Out Reach Consultant	01-5100-0004	15,556.00
			01-5801-0004	25,000.00
P22-01269	CDW-G COMPUTER CENTER	CTE MHS MEDIA/JIMENEZ	01-4410-6387	16,508.13
P22-01280	Gage Bramer	Gail Buttacavoli Price Scholarship	73-7299-9020	1,000.00
P22-01281	Daniel Yu	Ina Wells Scholarship	73-7299-9020	335.00
P22-01282	Elias Guzman	Lesta H. Joubert Scholarship	73-7299-9020	154.00
P22-01283	Kelly Lin	Camille Freel Scholarship	73-7299-9020	1,000.00
P22-01284	Zoe Rosales	Camille Freel Scholarship	73-7299-9020	1,000.00
P22-01285	Amelia Adamson	Albert King Scholarship	73-7299-9020	3,200.00
P22-01286	Corrine Mathews	Albert King Scholarship	73-7299-9020	3,200.00
P22-01287	Kelly Lin	Ina Wells Scholarship	73-7299-9020	335.00
P22-01288	OFFICE DEPOT B.S.D.	Classroom Inks	01-4300-0000	1,109.32
P22-01289	AMAZON.COM	CTE MHS MEDIA/KHAN	01-4300-6387	338.69
P22-01295	PIONEER VALLEY LEAGUE	League Dues	01-5310-0000	1,000.00
P22-01319	B & H PHOTO	CTE MHS MEDIA/KHAN	01-4300-6387	189.31
P22-01334	Muller Sports	Fall Officials	01-5801-0000	6,504.00
P22-01363	Home Depot USA, Inc.	CTE MHS AGR SCI/FARRAH	01-4300-6387	699.30
P22-01364	TRACTOR SUPPLY COMPANY	CTE MHS AGR/FARRAH	01-4300-6387	4,404.78
			01-4410-6387	2,780.93
P22-01380	AMAZON.COM	PE Equipment	01-4300-0000	290.85
P22-01410	AIRGAS	Open PO	01-4300-0004	500.00
P22-01411	AMAZON.COM	Student Supplies	01-4300-0000	365.80
P22-01424	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Open PO	01-4300-0004	700.00
P22-01425	ELITE UNIVERSAL SECURITY	Security at Football Game 8/27	01-5801-0000	409.50
P22-01426	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	872.12
P22-01427	ELITE UNIVERSAL SECURITY	Security at Football Game 8/20	01-5801-0000	234.00
P22-01431	AMAZON.COM	Tech Supplies	01-4300-0000	66.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P22-01467	JW PEPPER & SON, INC.	Music Order	01-4300-0004	974.25
P22-01468	INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIE	Interquest Detection Canines	01-5801-6690	3,700.00
P22-01473	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	Ag Leadership Packets	01-4300-7010	3,000.00
P22-01474	AMAZON.COM	Classroom Supplies	01-4300-0004	114.74
P22-01475	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0004	35.56
P22-01479	AMAZON.COM	Office Supplies	01-4300-0000	189.43
P22-01495	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-3010	243.98
P22-01516	CALIFORNIA ASSN FFA ATTN: JENNIFER STOCKTON	Chance Makers Summit, Aug 20-21, 2021	01-5890-7010	70.00
P22-01517	BI-COUNTY AMBULANCE SERVICE	Bi-County Ambulance 8/20	01-5801-0000	425.00
P22-01518	AMAZON.COM	CTE MHS AG /BISBY	01-4300-0004	165.91
P22-01525	AMAZON.COM	External DVD Player	01-4300-0000	24.89
P22-01537	AMAZON.COM	Floral Supplies	01-4300-0004	468.09
P22-01591	ONE CIRCLE FOUNDATION	Girls Circle Supplies	01-4300-7425	1,148.53
P22-01598	PRESTWICK HOUSE INC	English Novels	01-4300-3010	349.10
P22-01605	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-6500	129.85
P22-01606	OFFICE DEPOT B.S.D.	Classroom Supplies	01-4300-0000	122.10
P22-01607	OFFICE DEPOT B.S.D.	Science Ink	01-4300-0000	310.53
P22-01635	SWIS	SWIS Renewal	01-5801-0003	460.00
P22-01639	AMAZON.COM	Equipment	01-4300-0000	1,049.97
P22-01640	AMAZON.COM	Equipment	01-4300-0000	1,173.48
P22-01643	AMAZON.COM	Photo Supplies	01-4300-0004	138.05
P22-01644	AMAZON.COM	Phot Supplies	01-4300-0004	372.18
P22-01645	AMAZON.COM	Medical Supplies	01-4300-0000	108.12
P22-01700	HOUGHTON MIFFLIN HARCOURT	HS Science Spanish edition	01-4100-4203	173.74
P22-01708	5-Star Students, LLC	5 Star Students Subscription	01-5801-0000	1,350.00
P22-01719	BI-COUNTY AMBULANCE SERVICE	Bi-County Ambulance 8/27	01-5801-0000	550.00
P22-01727	BUSH REFRIGERATION	CTE MHS AGR/FARRAH	01-4410-6387	3,885.19
P22-01728	AIRGAS	CTE MHS AGR/VOTLZ	01-4410-6387	1,384.27
P22-01731	Home Depot USA, Inc.	CTE MHS WELD/VOLTZ	01-4300-0004	360.64

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P22-01747	CDW-G COMPUTER CENTER	27" Monitors	01-4300-6387	12,520.37
P22-01768	AMAZON.COM	CTE MHS AG MECH/VOLTZ	01-4300-0004	75.70
P22-01773	Home Depot USA, Inc.	CTE MHS AG MECH/VOLTZ	01-4300-6387	486.04
Total Location				123,312.44
Location McKenney Intermediate (37)				
P22-01220	EXPLORELEARNING, LLC	SCIENCE	01-5801-3010	1,965.00
P22-01223	The Tree House, Inc.	OFFICE	01-4300-3010	846.95
P22-01247	TRACY HUTCHINSON	TRACY HUTCHINSON CONTRACT	01-5100-0003	25,000.00
			01-5801-0003	25,000.00
P22-01257	AMAZON.COM	LIBRARY	01-4200-3010	153.67
P22-01258	AMAZON.COM	LIBRARY	01-4300-1100	23.02
P22-01263	AMAZON.COM	BAKER	01-4300-1100	124.49
P22-01318	AMAZON.COM	FIELD AND ANDERSON	01-4300-1100	304.62
P22-01357	AMAZON.COM	LIBRARY	01-4200-3010	302.21
P22-01373	Scholastic Inc. Book Club	LIBRARY	01-4200-3010	515.90
P22-01412	PTM Document Systems	PTM Forms	01-4300-1100	767.18
P22-01472	SUTTER BUTTES COMMUNICATIONS	OFFICE	01-4300-6690	1,883.55
P22-01536	AMAZON.COM	LIBRARY	01-4200-3010	35.67
P22-01597	AMAZON.COM	LIBRARY	01-4200-3010	59.05
P22-01599	NWN CORPORATION	M404dn Printer & Toner	01-4300-3010	1,312.25
P22-01604	AMAZON.COM	LIBRARY	01-4200-3010	8.65
P22-01741	AMAZON.COM	OFFICE	01-4300-1100	17.09
Total Location				58,319.30
Location Nutrition Services (73)				
P22-01270	LA TAPATIA TORTILLERIA, INC	Direct Order of Tortilla Chips del 9/9/21	13-9325-5310	492.00
P22-01271	LAND O'LAKES, INC	Commodity Order	13-9325-5310	4,831.24
P22-01272	SYSCO SACRAMENTO, INC.	Direct Order for Warehouse Inventory	13-9325-5310	560.00
			13-9326-5310	1,937.86
P22-01273	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Processor Fee for 2020-2021 School Year	13-4712-5310	4,402.69
P22-01274	OFFICE DEPOT B.S.D.	Office Supplies for Nutrition Services	13-4300-5310	70.75

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P22-01372	DON LEE FARMS	Commodity Order, del. 9/15/21	13-9325-5310	5,203.80
P22-01405	TYSON FOODS, INC.	Commodity Order-Beef	13-9325-5310	7,136.28
P22-01464	NATIONAL FOOD GROUP	Commodity Food Order	13-9325-5310	5,762.00
P22-01465	SYSCO SACRAMENTO, INC.	Direct Order for Distribution to Kitchens	13-4300-5310	924.66
P22-01466	SHIRTS UNLIMITED LLC	Shirt, Apron & Cap Order	13-4300-5310	4,249.19
P22-01513	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Bonus Order del. 9/24/21	13-9325-5310	413.25
P22-01514	REFRIGIWEAR	Protective Clothing - Warehouse	13-4300-5310	1,256.78
P22-01515	THE FRUITGUYS	FFVP Grant	13-4716-5310	40,000.00
P22-01522	GOLD STAR FOODS	Direct Order - Del. to Whs 9/20/21	13-9326-5310	486.50
P22-01523	OFFICE DEPOT B.S.D.	Supplies for Nutrition Services	13-4300-5310	306.79
P22-01543	WCP Solutions	Direct Order for Whs delivery 9/23/21	13-9326-5310	4,254.00
P22-01637	OFFICE DEPOT B.S.D.	Supplies for Nutrition Services	13-4300-5310	135.93
P22-01685	JENNIE-O-TURKEY STORE	Commodity Order	13-9325-5310	8,113.07
P22-01692	Rich Products Corporation	Commodity Order	13-9325-5310	5,948.64
P22-01693	OFFICE DEPOT B.S.D.	Supplies for Nutrition Services	13-4300-5310	280.57
P22-01694	The Tree House, Inc.	COV Printer Toner	13-4300-5310	181.70
P22-01705	FAT CAT SCONES	Commodity Order	13-9325-5310	10,983.20
P22-01706	SCHWAN'S FOOD SERVICE	Commodity Order	13-9325-5310	18,019.72
P22-01707	SYSCO SACRAMENTO, INC.	Direct Order for delivery 9/28	13-9326-5310	1,195.39
P22-01717	OFFICE DEPOT B.S.D.	Supplies for Nutrition Services	13-4300-5310	179.72
P22-01734	SYSCO SACRAMENTO, INC.	Direct Order for Distribution 9/28/21	13-4300-5310	941.67
P22-01797	GOLD STAR FOODS	Direct Order for Whs Inv. Del 11/1/21	13-9325-5310	789.50
P22-01798	EAST BAY RESTAURANT SUPPLY, INC.	15 Food Processors (1=Grant Funds)	13-4410-5330	22,700.03
P22-01799	EAST BAY RESTAURANT SUPPLY, INC.	15 Kitchen Mixers	13-4410-5330	38,206.84
P22-01800	SYSCO SACRAMENTO, INC.	10/5/21 delivery Distribution attached	13-4717-5310	292.17
			Total Location	190,255.94

Location Olivehurst Elementary (25)

P22-01633	AMAZON.COM	Student Supplies	01-4300-0003	135.69
P22-01634	AMAZON.COM	Student Supplies	01-4300-0003	92.43
P22-01646	SITSPOTS	Student Music Supplies	01-4300-0004	103.11

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Includes Purchase Orders dated 09/01/2021 - 10/01/2021

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Olivehurst Elementary (25) (continued)				
P22-01736	SeeSaw Learning, Inc.	See Saw Learning	01-5801-3010	675.00
P22-01737	AMAZON.COM	Tech	01-4300-0003	94.15
P22-01742	AMAZON.COM	Student Supplies	01-4300-0003	34.89
P22-01771	AMAZON.COM	Student Supplies	01-4300-0003	763.15
			Total Location	1,898.42
Location Personnel (113)				
P22-01584	OFFICE DEPOT B.S.D.	PERSONNELYS	01-4300-0000	67.38
Location Print Shop (67)				
P22-01547	OFFICE DEPOT B.S.D.	Printshop	01-4300-0000	99.58
P22-01701	Burketts Office Supplies	Binding Machine	01-6500-0000	6,329.79
			Total Location	6,429.37
Location Pupil Services (202)				
P22-01396	SUPER DUPER PUBLICATIONS DEPT SD 2004	Digital Library access for Speech	01-4300-6500	2,719.20
P22-01399	SCHOOL HEALTH CORPORATION	LRE Exam Table	01-4410-0000	767.49
P22-01400	SCHOOL HEALTH CORPORATION	Exam table paper	01-4300-0000	183.63
P22-01438	National Covid19 Testing Sol.	COVID Testing Services	01-4300-3212	250,000.00
P22-01461	AMAZON.COM	Student Services - Kristina Royer	01-4300-0000	30.26
P22-01462	AMAZON.COM	Special Ed - Peter Swarm LHS	01-4300-6500	547.78
P22-01484	AMAZON.COM	Speech - Aly Derry	01-4300-6500	75.93
P22-01490	AMAZON.COM	Speech - Renu	01-4300-6500	94.26
P22-01491	Placer Learning Center	Placer Learning Center	01-5860-6512	74,180.00
P22-01492	ODYSSEY LEARNING CENTER	Odyssey Learning Center	01-5860-6512	35,090.00
P22-01506	AMAZON.COM	RSP - Kynoch	01-4300-6500	128.27
P22-01507	OFFICE DEPOT B.S.D.	RSP - Kynoch	01-4300-6500	30.41
P22-01508	AMAZON.COM	Kynoch - RSP	01-4300-6500	15.46
P22-01510	AMAZON.COM	Yuba Gardens-Health	01-4300-0000	117.97
P22-01512	AMAZON.COM	Mental Health - Jas Gil	01-4300-6546	126.17
P22-01551	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech supplies - Holly G	01-4300-6500	338.41
P22-01555	OFFICE DEPOT B.S.D.	Health Services Supplies	01-4300-0000	1,390.60

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Includes Purchase Orders dated 09/01/2021 - 10/01/2021			Board Meeting Date October 26, 2021	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202) (continued)				
P22-01561	PEARSON ASSESSMENTS ORDER DEPARTMENT	Psych supplies - Kacy G	01-4300-0000	1,541.04
P22-01563	PRO-ED	Psych supplies - Kacy G	01-4300-0000	800.18
P22-01564	PAR, INC	Psych Supplies - Kacy G	01-4300-0000	563.81
P22-01567	CDW-G COMPUTER CENTER	Acrobat Pro (latest version) - Cris, Alyssa	01-4300-0000	221.14
P22-01568	TOBII DYNAVOS LLC	License for Behavior Analyst - Alaina M	01-4300-6128	431.92
P22-01569	SCHOOL NURSE SUPPLY, INC	Health Services - Alyssa	01-4300-0000	154.76
P22-01570	AMAZON.COM	RSP Cedar Lane Crysta Harryman	01-4300-6500	72.12
P22-01571	AMAZON.COM	OT-Jade	01-4300-0000	18.39
P22-01572	AMAZON.COM	RSP - Ella - Ken Cross	01-4300-6500	99.46
P22-01573	AMAZON.COM	SDC - Mckenney - Ryan L	01-4300-6500	325.96
P22-01574	AMAZON.COM	Brittany Hazen and Pamela Geving-OT	01-4300-0000	489.72
P22-01575	AMAZON.COM	Student Services Supplies	01-4300-0000	130.05
P22-01586	AMAZON.COM	Health Services - Alyssa	01-4300-0000	79.31
P22-01587	AMAZON.COM	Health Services - Alyssa	01-4300-0000	31.67
P22-01616	AMAZON.COM	Cedar Lane RSP - Dawn W.	01-4300-6500	150.71
P22-01617	AMAZON.COM	RSP-McKenney - Scott Adrian	01-4300-0000	319.62
P22-01618	AMAZON.COM	APE Supplies - Petrina	01-4300-6500	104.67
P22-01753	SCHOOL STEPS, INC.	School Steps Inc - Speech Services	01-5100-6500	456,000.00
P22-01754	SCHOOL STEPS, INC.	School Steps Inc - OT services	01-5100-6500	288,800.00
P22-01757	PEARSON ASSESSMENTS ORDER DEPARTMENT	Speech Protocols	01-4300-6500	1,422.42
			Total Location	1,117,592.79
Location Purchasing (104)				
P22-01267	Pacific Office Automation	RISO SERVICE 21-22 SY	01-5621-0003	6,550.00
Location South Lindhurst (47)				
P22-01432	OFFICE DEPOT B.S.D.	jessie smith	01-4300-1100	129.50
P22-01435	OFFICE DEPOT B.S.D.	SLHS	01-4300-1100	82.38
			Total Location	211.88
Location Student Discipline/Attendance (109)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109)				
P22-01296	KING CLOTHING ATTN: ZAK KING	SAFETY ATTIRE	01-4300-0000	462.02
			01-4300-0004	304.77
			01-4300-1100	1,701.86
			01-4300-6010	130.97
			01-4300-6690	565.79
P22-01308	OFFICE DEPOT B.S.D.	MISC OFFICE SUPPLIES	01-4300-0000	220.48
P22-01439	School Health Corporation	Trauma Kits	01-4300-0004	4,445.38
P22-01627	CDW-G COMPUTER CENTER	11" Chromebooks (CDS)	01-4300-0000	5,612.40
P22-01631	AMAZON.COM	MISC SUPPLIES	01-4300-0000	383.97
P22-01758	LOVING GUIDANCE, INC	CD trainings 8/2/2021 and 8/6/2021	01-5801-7311	2,970.00
P22-01780	OFFICE DEPOT B.S.D.	SARB Supplies	01-4300-0000	111.25
			Total Location	16,908.89
Location Superintendent (101)				
P22-01557	AMAZON.COM	Water Cooler	01-4300-0000	371.70
P22-01562	SMILE BUSINESS PRODUCTS, INC.	Supt Copier Maint 21-22 SY	01-5621-0000	703.63
P22-01566	ACSA, REGION 2 FILE 74425	ACSA Membership Dues-Dr. Fal Asrani	01-5310-0000	1,270.83
P22-01625	Tahoe Pure	Supt bottled water 21-22	01-5801-0000	500.00
P22-01658	OFFICE DEPOT B.S.D.	Dr. Fal Signature Stamp	01-4300-0000	60.60
P22-01662	OFFICE DEPOT B.S.D.	Office supplies	01-4300-0000	29.25
P22-01749	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0000	211.41
			Total Location	3,147.42
Location Technology (102)				
P22-01316	FRONTLINE TECHNOLOGIES GROUP	Escape Tech Pro Services	01-5801-0000	250.00
P22-01367	VERIZON WIRELESS	Samsung Galaxy S20 - Jordan Wells	01-4410-0000	56.00
P22-01381	DocuSign, Inc.	Quote:Q-00650681	01-5801-0000	41,549.50
P22-01413	Worth Ave. Group, LLC	Chromebook insurance	01-5801-3212	97,766.00
P22-01419	AMAZON.COM	Tech supplies	01-4300-0000	307.60
P22-01445	CDW-G COMPUTER CENTER	GoGuardian-1yr 9/26/21 -9/25/22	01-5801-0000	43,700.00
P22-01531	AMAZON.COM	Wireless Mic for Boardroom	01-4300-0000	429.74
P22-01533	SAN JOAQUIN COUNTY OFFICE ED	SEIS	01-5801-0000	2,116.50

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Technology (102) (continued)				
P22-01534	AMAZON.COM	Wall Chargers & Cords for HotSpots	01-4300-0000	841.43
P22-01666	CDW-G COMPUTER CENTER	Adobe Premiere Pro CC for teams - Team Licensing	01-5801-0000	183.35
P22-01667	AMAZON.COM	HotSpot Chargers	01-4300-0000	1,630.51
P22-01777	AMPLIFIED IT, LLC	Support Contract	01-5801-0000	325.00
P22-01778	Zoom Video Communications	Annual Subscription	01-5801-0000	18,000.00
P22-01786	T-Mobile USA Inc.	T-Mobile Monthly Services for HotSpots	01-5930-3212	179,520.00
			Total Location	386,675.63
Location Transportation (69)				
P22-01264	MARIN PAINTING	Repair bus 92	01-5641-0230	3,333.00
P22-01293	OFFICE DEPOT B.S.D.	Office Supplies	01-4300-0230	42.42
P22-01502	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION 21/22 school year	01-5801-0240	224.00
P22-01503	MARIN PAINTING	Repair bus 104	01-5641-0230	7,624.65
P22-01524	AMAZON.COM	Lock box	01-4300-0230	11.37
P22-01560	OFFICE DEPOT B.S.D.	Batteries	01-4300-0230	145.50
P22-01647	AMAZON.COM	Coat rack	01-4300-0230	32.46
			Total Location	11,413.40
Location Warehouse (71)				
P22-01204	STAPLES OFFICE SUPPLY	Child Masks PPE	01-4300-3212	45,086.13
P22-01233	SCHOOL SPECIALTY LLC	WHS Stock 21-22	01-9320-0000	18,422.46
P22-01300	HILLYARD THE CLEANING RESOURCE	WHS Stock 21-22 Custodial	01-9320-0000	1,600.04
P22-01504	STAPLES OFFICE SUPPLY	Adult Masks PPE	01-4300-3212	28,361.50
P22-01505	STAPLES OFFICE SUPPLY	Child Masks PPE	01-4300-3212	45,086.13
P22-01519	HILLYARD THE CLEANING RESOURCE	Whs Stock 21-22 Custodial	01-9320-0000	1,858.87
			Total Location	140,415.13
Location Yuba Feather K-6 (29)				
P22-01391	OFFICE DEPOT B.S.D.	Yuba Feather School	01-4300-1100	684.32
P22-01691	SWIS	SWIS Annual License	01-5801-1100	350.00
P22-01795	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Yuba Feather School	01-4300-1100	454.59
			Total Location	1,488.91
Location Yuba Gardens Intermediate (39)				

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39)				
P22-01194	CONTAINER SOLUTIONS, INC.	40ft Container	01-4450-3215	7,415.13
P22-01197	WALKER'S OFFICE SUPPLIES	Chair	01-4300-1100	313.77
P22-01225	JW PEPPER & SON, INC.	STEWART	01-4300-0004	3,988.49
P22-01253	AMAZON.COM	BOLE ART SUPPLIES	01-4300-0003	29.20
P22-01255	RICHARD WISE	HAYS/WISE	01-5100-3010	25,000.00
			01-5801-3010	25,000.00
P22-01260	OFFICE DEPOT B.S.D.	TONER MULTIPLE TEACHERS	01-4300-1100	593.86
P22-01262	AMAZON.COM	COUNSELOR SUPPLIES	01-4300-1100	58.53
P22-01276	AMAZON.COM CREDIT	CLEVERDON	01-4300-0003	125.88
P22-01277	AMAZON.COM	SCIENCE BOOKS	01-4300-0003	216.28
P22-01294	OFFICE DEPOT B.S.D.	Brown/Toner	01-4300-1100	147.74
P22-01321	OFFICE DEPOT B.S.D.	BRESSANI	01-4300-1100	23.34
P22-01356	AMAZON.COM	Kent	01-4300-0003	64.86
P22-01428	AMAZON.COM	Multiple Teachers/Josh	01-4300-1100	240.81
P22-01429	Pacific Office Automation	Riso Products	01-4300-0003	142.70
P22-01477	AMAZON.COM	Office Supplies	01-4300-1100	146.26
P22-01478	Home Depot USA, Inc.	Yuba Gardens	01-4300-1100	8,000.00
P22-01480	BAND SHOPPE	YGS MUSIC PPE	01-4300-3212	2,479.95
P22-01497	AMAZON.COM	Printer for Jenny	01-4300-1100	302.02
P22-01535	ALPHA FIRED ARTS	BOLE	01-4300-0003	1,951.55
P22-01544	AMAZON.COM	PABLO/JAZMIN OFFICE SUPPLIES	01-4300-1100	725.52
P22-01545	GOPHER SPORT	TRIPHAN	01-4300-1100	731.60
P22-01546	GREAT LAKES SPORTS	TRIPHAN	01-4300-1100	320.78
P22-01548	AMAZON.COM	Rister	01-4300-1100	19.85
P22-01608	OFFICE DEPOT B.S.D.	M.Jones Toner	01-4300-1100	116.76
P22-01609	AMAZON.COM	Kent	01-4300-1100	146.83
P22-01648	OFFICE DEPOT B.S.D.	T.Bragg Ink	01-4300-1100	141.52
P22-01649	AMAZON.COM	Crosby Classroom Supplies	01-4300-0003	399.03
P22-01695	ULINE.COM	LOSH/SOTO	01-4320-0000	777.40

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P22-01696	PTM DOCUMENT SYSTEMS	Report Card	01-4300-1100	347.48
P22-01697	OFFICE DEPOT B.S.D.	Patricia Magana Placard	01-4300-1100	59.12
P22-01698	AMAZON.COM	Davison History DVDs	01-4300-1100	109.11
P22-01699	AMAZON.COM	Verdugo	01-4300-1100	48.70
P22-01709	MAKEMUSIC, INC	SMARTMUSIC RENEWAL STEWART	01-5801-1100	2,278.39
P22-01712	ROCKLER WOODWORKING & HARDWARE	VERDUGO	01-4300-1100	1,384.46
P22-01713	AMAZON.COM	Jones/White STU Calculators	01-4300-1100	452.90
P22-01714	AMAZON.COM	PBIS	01-4300-1100	189.52
P22-01715	AMAZON.COM	Crosby Books	01-4300-1100	480.25
P22-01716	AMAZON.COM	T.A LANYARDS	01-4300-1100	20.54
P22-01718	AMAZON.COM	PBIS	01-4300-1100	25.85
P22-01769	OFFICE DEPOT B.S.D.	Color printer	01-4300-1100	213.24
P22-01772	AMAZON.COM	Pha DeskRiser	01-4300-3216	29.22
Total Number of POs		600	Total Location	85,258.44
			Total	4,353,764.46

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	519	3,005,768.12
09	Chrtr Schs	25	79,906.58
12	Child Dev	17	1,982.82
13	Cafeteria	30	190,255.94
73	Fndn Priv	8	10,224.00
77	PAYROLL CR	1	1,065,627.00
Total			4,353,764.46

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P21-04516	652,175.91	01-6210	Gen Fund/Buildings	1,458.69
P22-00052	49,002.00	01-4300	Gen Fund/Mat&Suppli	8,002.00
P22-00058	130.00	01-5630	Gen Fund/Rents/Leas	10.00
P22-00087	1,000.00	01-4300	Gen Fund/Mat&Suppli	1,500.00-
P22-00090	13,000.00	01-4300	Gen Fund/Mat&Suppli	2,000.00-
P22-00092	1,000.00	01-4300	Gen Fund/Mat&Suppli	3,000.00-
P22-00093	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00-
P22-00095	4,700.00	01-4300	Gen Fund/Mat&Suppli	2,000.00
P22-00099	14,000.00	01-4300	Gen Fund/Mat&Suppli	3,865.33-
P22-00104	1,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00-
P22-00122	9,000.00	01-4364	Gen Fund/Tools/Part	2,000.00
P22-00148	7,500.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P22-00155	6,500.00	01-5641	Gen Fund/Equip Repa	3,000.00
P22-00292	750.00	01-4300	Gen Fund/Mat&Suppli	500.00
P22-00307	10,200.00	01-4300	Gen Fund/Mat&Suppli	5,000.00
P22-00550	6,533.15	01-4300	Gen Fund/Mat&Suppli	105.22
P22-00557	8,890.42	12-4300	Child Dev/Mat&Suppli	129.90
		12-4410	Child Dev/Equip NonC	207.84
			Total for P22-00557	337.74
P22-00569	500.00	01-5801	Gen Fund/Contracts	250.00
P22-00713	5,581.03	13-5630	Cafeteria/Rents/Leas	2,040.52
P22-00716	1,585.98	01-5641	Gen Fund/Equip Repa	385.98
P22-00734	2,445.96	01-5630	Gen Fund/Rents/Leas	281.05
P22-00736	24,000.00	01-5801	Gen Fund/Contracts	330.00-
P22-00803	15,950.00	01-5801	Gen Fund/Contracts	7,500.00
P22-01018	16,965.16	01-4300	Gen Fund/Mat&Suppli	995.90
P22-01058	359.37	01-4300	Gen Fund/Mat&Suppli	59.40
P22-01077	1,500.00	01-5641	Gen Fund/Equip Repa	500.00

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P22-01114	477.21	01-5621	Gen Fund/Maint Cont	50.00-
		01-5630	Gen Fund/Rents/Leas	356.70
			Total for P22-01114	306.70
			Total PO Changes	27,037.87

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Bus Passes for Yuba-Sutter Transit

The District will facilitate and pay for Yuba-Sutter Transit passes for eligible students where bus routes are not available.

Eligibility Requirements

Students in grades 6-12 and that attend the following schools.

Lindhurst High School
Marysville High School
Marysville Charter Academy of the Arts
McKenney Intermediate School
Yuba Gardens Intermediate School

Students shall be eligible for Yuba-Sutter Transit bus pass to and from school if the distance between their home and the school is beyond one mile.

Intra-district transfer students are not eligible.

Instructions

1. Parents will obtain a Yuba-Sutter Transit Discount Card Registration Form from an eligible school of residence.
2. MJUSD Notice Regarding Transportation Services.doc
3. The school will verify that the student lives within the boundaries of the school.
4. School will send the application to the Transportation Department.
5. The Transportation Department will contact Yuba-Sutter Transit with required student information.
6. The Transportation Department will obtain a pass for the student and deliver it to the school.

Yuba-Sutter Transit Routes

1. Yuba-Sutter Transit Route Guide
2. Yuba-Sutter Transit Foothill Route Guide



The Easy Way to Pay
ConnectTransitCard.com or call 530.632.2577

Yuba-Sutter Transit Discount Card Registration Form

Card Type:

FOR OFFICE USE ONLY

- ☐ Disabled Fare Eligible ☐ Disabled Fare with Attendant ☐ Disabled Fare Eligible (Temporary)
- ☐ ADA Paratransit Eligible ☐ ADA Paratransit Eligible (Temporary)
- ☐ Senior Fare Eligible (Age 65+)
- ☐ Youth Fare Eligible (Age 5-18)

Card# _____ - _____ Date Issued: _____
Issued By: _____ Expiration Date: _____
Verification Source: _____

**Proof of age or disability and photo identification is required for a Discount Card.
Call (530) 634-6880 for specific eligibility information.**

Desired Username: (for access to online account, will be permanent and cannot be changed)

Birthplace: _____

First Name: _____

Last Name: _____

Date of Birth (mm/dd/yyyy): _____

Primary Phone Number: () _____

Email Address: (optional, but a valid email address is required for you to manage your account online)

Mailing Address:

Address: _____

City: _____

State: _____

Zip Code: _____

TURN OVER AND COMPLETE THE BACK OF THIS FORM
PLEASE KEEP THIS FORM FOR YOUR RECORDS



The Easy Way to Pay
ConnectTransitCard.com or call (916) 321-2877

Please select any **TWO** of the security questions below and provide **BRIEF** answers in the space provided:
[The answers to these questions will be used **ONLY** to verify your identity for telephone inquiries and password resets.]

1. What was the name of your elementary/primary school? _____
2. What is your youngest brother's birthday? (Example: 01/15/1995) _____
3. Where does your nearest sibling live? _____
4. What was the last name of your third grade teacher? _____
5. What is the first name of the boy or girl that you first kissed? _____
6. In what city or town did your mother and father meet? _____
7. What was the name of your first stuffed animal? _____
8. What is your oldest cousins first and last name? _____
9. What was your childhood phone number including area code? (000-000-0000) _____
10. What school did you attend for sixth grade? _____
11. What is your oldest sibling's middle name? _____
12. What is your oldest sibling's birthday month and year? (Example: January 1965) _____
13. What is the middle name of your youngest child? _____
14. What street did you live on in third grade? _____
15. What is the name of your favorite childhood friend? _____
16. In what city did you meet your spouse/significant other? _____
17. What was your childhood nickname? _____
18. In what city or town was your first job? _____
19. What is your maternal grandmother's maiden name? _____

Next Steps

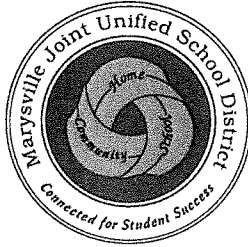
The customer service representative will input your information into the Connect Card system and create your discount card which will include your picture.

I have my Discount Card, now what?

Your online account is now set-up; the email you listed will receive an automatic reply containing your username with a temporary password. We recommend that you sign-in to your account as soon as possible and change your password. To manage your account and load fare onto your Connect Card, please visit **ConnectTransitCard.com** or call (916) 321-2877 for more information.

PLEASE KEEP THIS FORM FOR YOUR RECORDS

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NOTICE REGARDING TEMPORARY TRANSPORTATION SERVICES

Like many employers in the current economy, the Marysville Joint Unified School District is experiencing a shortage of critical workers, such as school bus drivers. Because of this shortage, the District has been forced to reduce bus routes.

As a courtesy, the District will provide subsidized bus passes for students who wish to use Yuba-Sutter Transit. Please take notice that the District has no control over municipal bus schedules, routes, transportation, practices, safety procedures, or the like. The District does not supervise or maintain any right to direct student conduct when students are utilizing Yuba-Sutter Transit services.

By providing the bus passes, the District does not assume the responsibility for the safety or conduct of students who use Yuba-Sutter Transit.

ACKNOWLEDGMENT

Please acknowledge one of the following:

[] I, _____ [parent/guardian] of _____ [pupil(s)], understand that my child's use of the bus pass and Yuba-Sutter Transit does not constitute home-to-school /school-to-home transportation by the District. I further acknowledge that my child's use of Yuba-Sutter Transit services is purely optional and at my discretion and the discretion of my child.

[] I, _____ [student], certify that I am a student over the age of 18 years old or am an emancipated minor. I understand that my use of the bus pass and Yuba-Sutter Transit does not constitute home-to-school /school-to-home transportation by the District. I further acknowledge that my use of Yuba-Sutter Transit services is purely optional and at my discretion.

DATED: _____

[Parent/Guardian Name Print]

[Student Name Print]

[Parent/Guardian Signature]

[Student Signature if Emancipated or Over Age 18]

Ride Guide & System Map

English & Spanish



Service Information
(530) 742-2877

TTY: 634-6889
www.yubasuttertransit.com
Effective September 1, 2020



NEW REAL-TIME BUS TRACKER

Know where your bus is at and when it is expected to arrive at your stop in real-time! Just download the free DoubleMap app to your smart phone or tablet and select "Yuba-Sutter Transit" as your system. From the menu, select routes of interest and favorite stops to get service alerts so you will always know before you go! You can also access the Bus Tracker from any internet connected device at YubaSutterTransit.com where you will also find instructions and tips for using this exciting new service.



Please see Route 2 service schedule on reverse for COVID-19 related changes effective May 1, 2020

NOTE: ADA PARATRANSIT SERVICE AREA INCLUDES ACCESSIBLE LOCATIONS WITHIN A 3/4 MILE RADIUS OF ANY URBAN FIXED ROUTE REGARDLESS OF THE DIAL-A-RIDE AREA BOUNDARY SHOWN ABOVE.



LEGEND

- 1 Yuba City to Yuba College
- 2 Yuba City Loop
- 3 Olivehurst to Yuba College
- 4 Marysville Loop
- 5 Southwest Yuba City
- 6 Linda Shuttle

- Time Point
- Route Direction
- Bus Stop
- Dial-A-Ride Service Area

Yuba-Sutter Transit Admin Office
2100 B St. • Marysville, CA 95901
(530) 634-6880

Scale: 0 1/4 1/2

YUBA CITY

MARYSVILLE

LINDA

OLIVEHURST



Connect Card - The Easy Way to Pay.



www.yubasuttertransit.com
2100 B St., Marysville, CA 95901
Materials available in accessible formats upon request. Call (530) 634-6880.
Subject to change without notice
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OTHER SERVICE CONNECTIONS

Yuba-Sutter Transit offers a wide range of other public transportation services. These include weekday and Saturday local fixed route service; weekday and Saturday Dial-A-Ride service for seniors and persons with disabilities; weekday commuter and midday service to downtown Sacramento; and, rural service to Live Oak and Wheatland.

Connections to and from the Foothills Route are available at the Yuba County Government Center with Routes 1 and 4 for local route service throughout Linda, Marysville and Yuba City.

Connections are also available at the Yuba County Government Center for service to and from downtown Sacramento on the 1st Midday schedule in the morning and the 1st Highway 99 schedule in the afternoon.

Applicable fares must be paid on other services.

HOLIDAYS

Yuba-Sutter Transit does not operate any service on the following holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Day



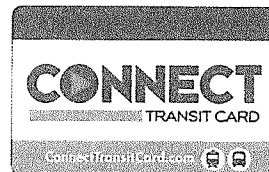
NEW REAL-TIME BUS TRACKER

Know where your bus is at and when it is expected to arrive at your stop in real-time! Just download the free **DoubleMap** app to your smart phone or tablet and select "Yuba-Sutter Transit" as your system. From the menu, select routes of interest and favorite stops to get service alerts so you will always know before you go! You can also access the Bus Tracker from any internet connected device at **YubaSutterTransit.com** where you will also find instructions and tips for using this exciting new service.



CONNECT CARD

The Connect Card is the easy way to pay transit fares. It is a plastic, reloadable smart card with an embedded computer chip that can store cash value and/or monthly passes for any basic or discounted fares. It is also accepted by Sacramento Regional Transit and other transit providers in the Sacramento area.



Visit **ConnectTransitCard.com** to get started. Once you initially order and load your full fare* Connect Card online, you'll receive it in the mail in 3 - 5 days. Just tap it on the Connect Card reader when you board any Yuba-Sutter Transit bus and reload as needed.

**Discount fare passengers must visit the Yuba-Sutter Transit office for their first Connect Card which will also become their new photo I.D. card for discount fare eligibility purposes.*

CONNECT CARD OUTLETS

You can load monthly passes or cash value on the Connect Card at the Bel Air Market in Yuba City, the main Yuba and Sutter County Libraries, the Yuba College Bookstore in Linda and the Yuba-Sutter Transit Administrative Office. In addition, \$10 and \$15 ticket sheets and single ride tickets are available at Yuba-Sutter Transit or by mail. Call (530) 634-6880 for more information.



Subject to change without notice.
Materials available in accessible formats
upon request. Call (530) 634-6880.



Foothill Route Information

Serving Hallwood, Loma Rica,
Oregon House and Brownsville



Service Information
(530) 742-2877

(TTY) 634-6889

www.yubasuttertransit.com

Effective July 1, 2019



FOOTHILL ROUTE

The Foothill Route is a combined fixed route and demand response service offering two round trips each Tuesday, Wednesday, and Thursday between the Yuba County foothill communities of Brownsville, Oregon House, Willow Glen and Loma Rica, and Marysville. Passengers can catch the bus at any of four designated stops in the foothills without an advance reservation.

Advance reservations are also available for alternate stop locations for anyone anywhere within one-quarter mile of the route. This demand response service is provided in conjunction with the scheduled service.

For more information and trip planning assistance, call (530) 742-2877 (TTY 634-6889).

FOOTHILL SCHEDULES

TUESDAY, WEDNESDAY & THURSDAY ONLY

Inbound	AM	PM
Brownsville (Gold Eagle Market)	6:40	12:40
Dobbins/Oregon House Fire Dept.	6:55	12:55
Willow Glen Café	7:00	1:00
Loma Rica (Gold Eagle Market)	7:15	1:15
Yuba Co. Government Center (I & 9th)	7:45	1:45
Outbound		
Yuba Co. Government Center (I & 9th)	11:25	5:15
Loma Rica (Gold Eagle Market)	11:50	5:40
Willow Glen Café	12:05	5:55
Dobbins/Oregon House Fire Dept.	12:10	6:00
Brownsville (Gold Eagle Market)	12:30	6:20

GENERAL POLICIES

The Foothill Route operates with or without reservations serving designated stops every service day though direct service is available by advance reservation under certain restrictions.

To reserve a ride, simply call (530) 742-2877 and give the dispatcher your pick-up point, where you want to go and let us know if you will be returning on a later run that day. The bus will stop at any safe location anywhere within one-quarter mile of the route.

If you have a regular appointment, call and arrange with dispatch for a standing reservation. This pick-up and drop-off information will continue until you adjust or cancel it.

FARES & PASSES

Basic Fare	\$3.00
Senior (Age 65+)/Disabled Fare*	\$1.50
Youth Fare (Age 5-18)*	\$1.50
Children - Age 4 and Under With Adult	Free
*(Limit of two free fares per adult)	
Basic Monthly Pass (only with a Connect Card)	\$30.00
Discount Monthly Pass (only with a Connect Card)	\$15.00
Ticket Sheets -- Twenty 50¢ Tickets	\$10.00
Twenty 75¢ Tickets	\$15.00

*With a Yuba-Sutter Transit senior/disabled/youth photo identification (I.D.) card; Medicare card; or, DMV placard I.D. printout. Valid senior/disabled/youth photo I.D. cards issued by another transit agency will be honored for up to 21 days. Medicare card and DMV placard holders may be required to provide photo I.D.

DEPOSIT EXACT FARE DRIVERS DO NOT MAKE CHANGE

ADDITIONAL INFORMATION

- All Yuba-Sutter Transit buses are wheelchair accessible. Please let us know if you will need to use the lift when you make your reservation.
- Bike racks are available on all Yuba-Sutter Transit buses.
- Don't be a no show! If you are unable to make a scheduled trip, please call (530) 742-2877 and cancel your trip.
- Deposit exact change. Drivers do not make change.



Service Information

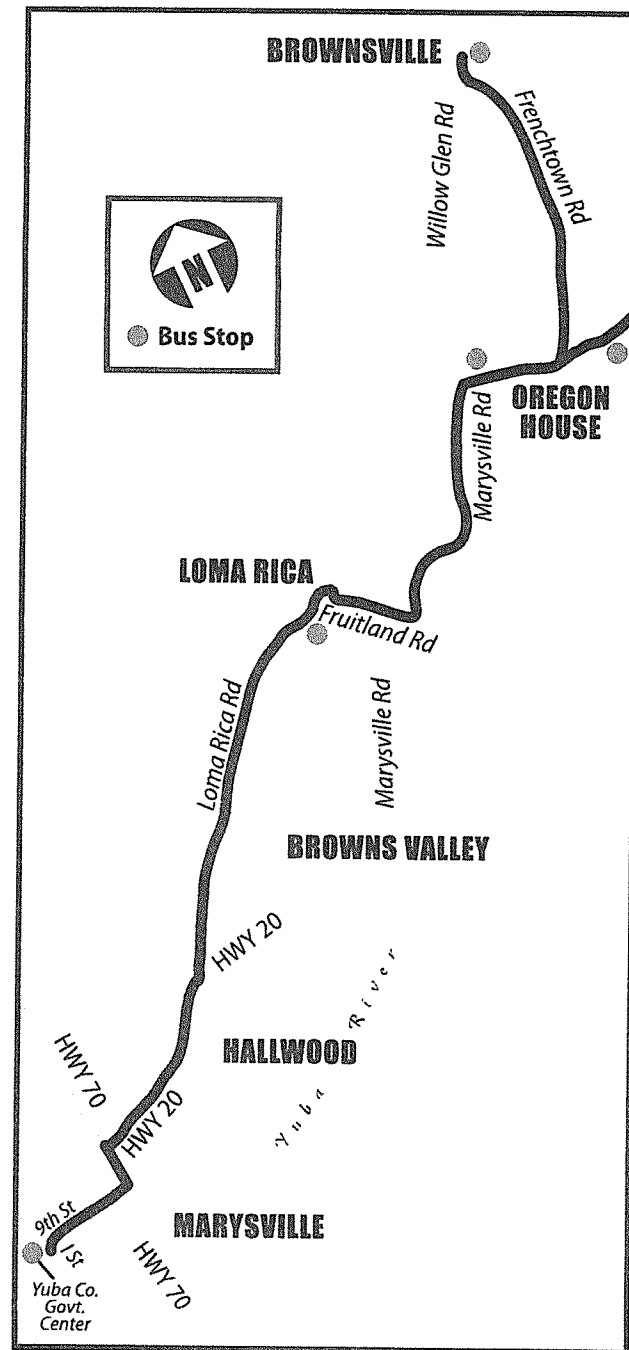
(530) 742-2877

(TTY) 634-6889

www.yubasuttertransit.com

2100 B St., Marysville, CA 95901

**Subject to change without notice.
Materials available in accessible formats
upon request, call (530) 634-6880.**

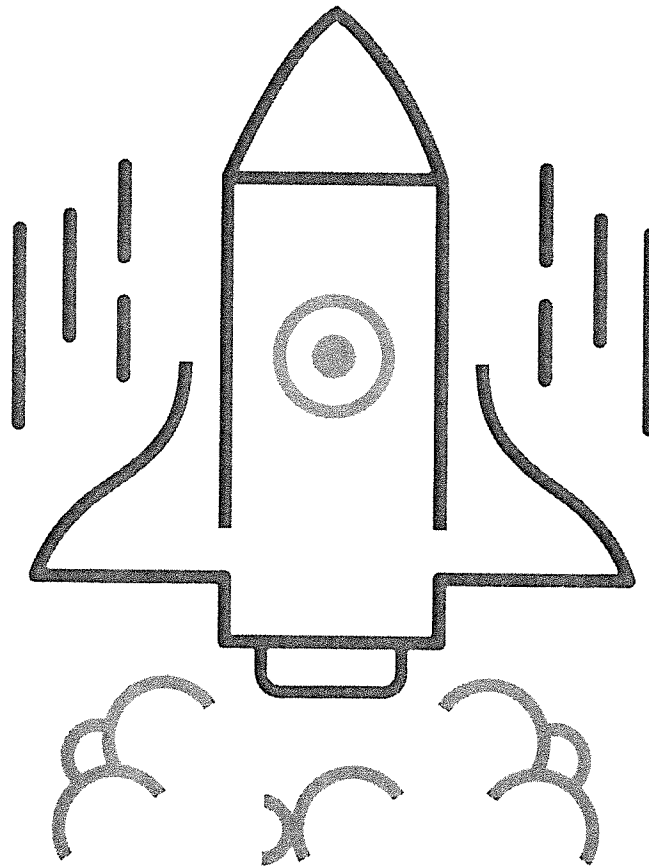




FEV TUTOR

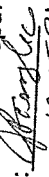
LIVE 1:1 ONLINE TUTORING

PROPOSAL



**Accelerating Learning Outcomes and Effecting
Change in Education**

Business Services Department

Approval: 
Date: 10-15-21

Prepared For:

District: Marysville Joint Unified School District

Department:

Address: 1919 B Street
Marysville, CA 95901

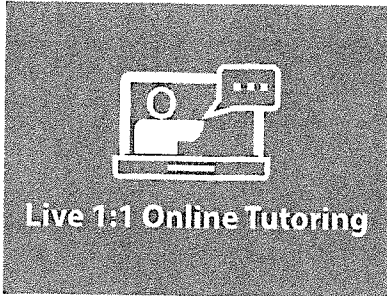
Proposal Issued: October 13, 2021

Proposal Expires: November 13, 2021

Academic Year: AY21-22 starting on October 27, 2021

Proposal #: NE938557

// About Us



// Vision: Effecting Change in K-12 Education

FEV Tutor partners with K-12 school districts nationally to provide 1:1 online tutoring services that operate as a natural extension of each student's core learning environment. Our ESSA-approved programs are strategically designed in close collaboration with each partner district to accelerate learning for every student.

// Program Overview

// Collaborative Academic Program Design

FEV Tutor believes that strategic partnerships are the common denominator for successful initiatives. This principle is central to our program model to help districts reach goals and drive key learning initiatives. We've found that our collaborative approach ensures that partners have unparalleled support across planning and implementation, buy-in and usage, and analysis and growth. We work closely with educators to design an effective program that allows for rapid deployment. This approach empowers teachers to activate scalable, data-driven support services quickly and easily. Across our core teams, we help support student learning and drive student success.

Our Academic Success Coaches combine their educational expertise and your data to:

- Identify targeted populations and recommend program models to fit within the existing learning ecosystems
- Analyze data to inform planning and align our programs with your instructional strategies
- Create personalized learning plans for each student for maximum impact
- Actively communicate and adjust services to ensure effective program outcomes

Our programs are flexible to all student schedules, and we actively participate in program adoption:

- 24/7 Access: Available from any internet-connected device for homework help, or coursework support
- Our multilingual Family & Student Engagement team drives adoption with frequent family updates, notifications, and check-ins
- 24/7 flexibility across scheduled sessions allows at-home learning on nights and weekends

We provide services for all student populations and programs:

- At-risk students and intervention programs
- ELL, migrant, and dual language students
- Special education students
- Homeless and foster youth students
- Near-proficiency student
- Low-performance students
- RTI Tier II & III students
- Enriched classroom programs (GATE)
- College & career readiness programs (SAT/ACT)
- After-school program support
- Distance/remote learning programs






We provide data and reports to empower educators to make the most informed learning decisions

- An internal Data Analytics team to develop reports across multiple stakeholder levels
- Ongoing, easy-to-read student achievement reports, with commentary from tutors, raw data, snapshot summaries, and recent trends
- Academic impact analysis report to explore FEV Tutor usage vs. outcomes/gains on state and benchmark assessments and provide transparency into Return on Investment and program efficacy

// FEV Tutor Pricing Model

// School/District Software Licenses

FEV Tutor offers School, District and Program Site Licenses which include Banks of Live 1:1 Instructional Hours; along with several other wrap around services (listed below). Our licenses are purchased just like a software license, with one purchase order issued for the licenses so that FEV Tutor can keep the purchasing process streamlined and allow for 100% of license purchased to go to direct Live 1:1 direct instruction for students.

 Live 1:1 Instruction (Your Bank of Hours)	 Professional Development & Training	 Progress Monitoring	 Targeted Content For Instruction	 24/7 Support
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// How to Calculate Your 'School/District License'

\$26
per hour/per student
INSTRUCTIONAL HOURLY COST

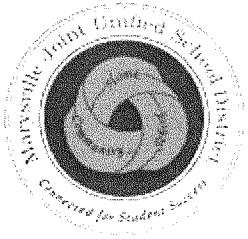
How to Calculate License Cost?

XXXXXX Number of Instructional Hours x \$26/hour/student = Your License Cost

- Districts/schools can add hours at any time \$26/hour/student via an additional purchase order.
- Unused hours will roll over to the following academic year upon signature of renewal contract.
- Unused hours expire without the renewal contract.
- For intervention and/or test prep, FEV Tutor recommends 8-10 hours of tutoring per semester.
- For targeted tutoring services, dosage should be 10-22+ hours per student per academic year.

// FEV Tutor License Includes:

- | | |
|---|---|
| ✓ Professional Development and Training | ✓ Initial Student and Administration License Set Up |
| ✓ License Activation and Maintenance | ✓ Unlimited Student, Teacher, and Admin Licenses
<small>No limit on number of students enrolled - time is interchangeable among students</small> |
| ✓ Dedicated Academic Program Manager | ✓ Targeted Tutoring Content
<small>(all grades and core subjects)</small> |
| ✓ 24/7 Data and Reporting Access | ✓ Development of Personalized Tutoring Plans |
| ✓ Academic Impact Data Analysis | ✓ Access to FEV Tutor Student & Family Engagement Team |
| ✓ 24/7 Support | ✓ Time Used is Prorated Based on Usage
<small>(No Charge for Absences)</small> |



ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Marysville Joint Unified School District	Fal Asrani Superintendent	fasrani@mjustd.com 530-749-6102

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.



Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
ELO grant plan	Located at MJUSD.com
LCAP 2021-2024	Located at MJUSD.com
LCP plan	Located at MJUSD.com

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$29,887,810

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	\$23,723,810
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$5,300,000
Use of Any Remaining Funds	\$900,000

Total ESSER III funds included in this plan

\$29,887,810

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Feedback for ESSER III funding came in stages as we integrated our LCAP, LCP, and ELO grant plans. Meetings, surveys, and conversations with labor groups, students, and various stakeholders were all employed. For the summer school portion, families have been surveyed about what they would want to see in a summer bridge program. This surveying overlaps with our ELO funding/community input. Based on the response and identified needs from looking at achievement and engagement data, students were invited individually to the summer programs. These invitations explained the reason(s) for wanting their student in summer school. For 2021-2022 we have added intervention, as well as designated pull-out intervention time that will be structured into the standard school day. School counseling and

administrative staff will communicate for next year on how to access additional before and after-school standards-based remediation through our ELO grant programs. Remediation efforts for students will come in several forms. First, technology-based curriculum tools to facilitate credit remediation in order to assure timely cohort graduation and A-G completion through Edmentum are being implemented based on data from ELO survey data. Second, from ELO survey's prescriptive learning loss tools (Exact Path) will be utilized at the secondary level to remediate standards-based learning loss. As dates and times for specific programming are created throughout next year, site staff, including newly added parent liaisons will work to identify, notify and assure the availability of expanded learning opportunities. An ESSER III survey was launched again specifically on 9/23/21 districtwide to get input from all stakeholders as MJUSD continues to search for ways to engage and support our stakeholders. In-person meetings were held with students and families on October 6th and October 9th led by the new district superintendent Dr. Fal Asrani.

A description of how the development of the plan was influenced by community input.

Community input influenced the development of the plan in multiple ways. Stakeholders emphasized several key wants through our ELO and ESSER surveys. The listed focal points from stakeholders were: safe return to school full time, available summer and after-school remediation programming, enrichment activities to re-engage students, facilities upgrades, a focus on mental health and wellbeing, support for parents in working with their students, and finally the need for transportation. The rolling stream of plans (LCP, LCAP, ELO, ESSER) provided many opportunities to engage with stakeholders in meaningful ways that contributed to the plan development. As MJUSD began to look at what additional expenditures would go to, we looked at stakeholder feedback and determined that other services would be needed or offered. Then based on the required duration, we examined the timeline for the expenditure of different funds coming in (LCFF S&C, ESSER I, II, III, GEER, IPI, A-G readiness) and made decisions as to what to fund from the stakeholder requests from which set of plan funds. There is a substantial overlap in our plans because of this form of plan creation and stakeholder input. Out of our stakeholder forums, the concept and need for advanced classes and AVID specifically were introduced. The need to create excitement and motivation was heard loudly from our students. The suggestion of more projects and fun, based on what they had seen some of their teachers doing since the return from Distance learning, sparked the project-based learning conversation. Students also expressed interest in offering more multilingual opportunities. Through Esser II and internal funding solutions, MJUSD has rectified the air and ventilation at many sites. Due to the age of the district, many sites required a complete revamp of ventilation systems. Through a COPS loan, we were able to work with SItELogiq to add ionizers and new forced air systems across the district. One site, Foothill Middle School, repeatedly came up from stakeholders and needed more extensive work done to bring the site up to standard.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$23,723,810

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 2 Action 18	Facilities and safety upgrades.	MJUSD has sites that are in need of upgrade. Various upgrades to ventilation and facilities that support student health and wellness by decreasing employee and student risk of illness or injury. Many ventilation projects have been conducted under our SiteLogic project. Major restructuring and development needs still exist at Foothill Middle School.	\$23,723,810

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Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$5,300,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Continuous instruction during Covid leave	Agreement with teachers union to provide all work through a digital platform (Google classroom) as well as communication with any instructors offering extended services after hours.	\$1,200,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Continuous instruction during covid leave with AB 130 supported instruction	Agreement to pay hourly rate to teachers to provide AB130 required instruction when students are out of school due to contact tracing, Covid positive test or direct contact quarantine.	\$600,000
N/A	24 hour tutoring services for students to extend the remediation of learning loss.	Contract with external 24 hour tutoring service to offer tutoring services as needed to students extending the opportunity to earn credit and remediate loss of learning. This aligns with digital platforms for remediation put in place (Lexia, Edmentum)	\$1,000,000
LCAP (Goal 1 action 2) ELO Supports for credit deficient students)	Credit remediation	Increase contracts with Edmentum and other remediation software	\$200,000
ELO Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	Common assessments	Provide time to teachers after regular school hours to review, renew or create grade/subject level pacing guides and develop common formative assessments for each semester for these core academic areas. This will be used to drive the remediation of learning loss and improve student academic results and support targeted professional development.	\$350,000
N/A	AVID	Introduction of program to help students develop college going academic success skills.	\$100,000
N/A	Project Based Learning	Training and materials to begin the implementation of project based learning to work in conjunction with addition of robotics and STEM programming.	\$250,000
LCAP Goal 1 action 16	Illuminate student management system	Add to the existing Illuminate contract to add data visualizations in support of teachers using formative assessment data to drive high quality first instruction. Supplement full robust suite for internal assessment, LCAP contribution \$69,548. any additional funds will go to training of teachers in utilizing the data system and inclusion of the common assessments. (Educlimber)	\$100,000
LCP, LCAP Goal 1 action 4, ELO (Integrated student	Device Ratio	Moving past 1:1 device ratio to a 2:1 device ratio to allow students to keep a chromebook at home in order to extend the ability and access to continue educational activities. Our LCP allocated \$3,000,000, LCAP allocates \$500,000 and	\$1,500,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
supports to address barriers section		our ELO plan adds an additional \$500,000 for a total expenditure towards this goal of \$5,500,000	

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$900,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
Goal 4 action 3,4	Adult Education	Addition of adult education to support community learning and educational support for all students.	\$400,000
LCP	Stem (Robotics, Coding)	Addition of engaging academic programs that emphasize math and English skills through engaging 21st-century technology classes that prepare students to transition successfully into the post-school world.	\$500,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Technology, Chromebooks for home and School	Engagement in the academic program will be monitored through student grades, attendance, and achievement. A particular point of data monitored will be the number of Y-coded (Quarantined) students that are able to maintain full access to the program through connectivity while out. This will be evidenced by the number of Y codes that are changed to I (maintained progress) and J codes (Did not participate)	This progress will be verified monthly through the attendance and discipline office attendance reports, disaggregated by these codes starting after September 1, 2021.
Continuous instruction during Covid leave	The site administration and the Coordinator of Innovation and Educational Technology will monitor the availability of lessons and student work to maintain course progress while out of class due to Covid related causes (Y- coded in AERIES).	This process will be monitored monthly, as well as any time a student or parent reports that they believe that work has not been posted or is available for a student that is unable to attend in person due to covid related quarantines (Direct contact, covid positive, symptomatic pending return or test)
Continuous instruction during covid leave with AB 130 supported instruction	This will be monitored through teacher gradebooks and Zoom or Google meet logs during times when students are not in attendance.	This will be monitored with end of month attendance reporting by the site and the student attendance office.
24 hour tutoring services	Progress monitoring will come through the usage reports provided by the contracted company.	These reports will be provided monthly.
Adult Education	Progress monitoring will occur in the interim through participation in the adult centered activities (PIQE, parent after hour institutes, ELD courses) from other district plans (ELO, LCAP). Final progress monitoring will come in the form of accreditation of an additional adult education program that provides academic skills to adults in the community, thus making education a priority in these homes with MJUSD students.	This will be monitored annually.
Stem (Robotics, Coding)	The monthly planning meeting notes and finally inclusion of these courses in MJUSD in the 2022-2023 school year. Participation data will	This process will be monitored annually.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Facilities upgrades	then be collected by semester in the 2023-2024 school year. Facilities upgrades are an ongoing process monitored in Executive Cabinet meetings with updates from the Director of Building and Grounds and the Chief Business Official, including SiteLogiq and other facility upgrade projects.	This process will be monitored monthly.
teacher and student support with HQI	Students will be administered two common assessments, one per semester in each core area. Teachers will be provided the time to review the data and make adjustments to instruction. In addition, professional development will be offered top support with best practices in each core area.	1 time per semester in each core area - October-November / February-March. Using the common assessment management system (Illuminate)
AVID	Training of teachers and implementation into the master schedules as evidenced by MST boards in AERIES for the 2022-2023 school year.	MST schedule and number of students enrolled in initial AVID rollout in grades 6-9.
Project Based Learning	Survey of teachers level of training and preparedness to implement Project based learning at designated STEM program sites.	This survey will be given at the beginning of the 2022-2023 school year.
Illuminate	The number of aligned common grade level assessments in the system, as well as the fidelity of use across the district.	The development into Illuminate will be measured in March of 2022. The fidelity of use will be measured in the 2022-2023 school year.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
- **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
- **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
- **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at**
<https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
 - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
 - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
 - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement "underserved students" include:
 - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

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- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

5/10

Policy 0415: Equity

Status:

Original Adopted Date: 07/01/2018 | Last Review Date: 10/26/2021

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions
2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.
3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities
4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students
5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups
6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need
7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community
8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices
9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

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

5CCR4900-4965
Ed. Code 200-262.4
Ed. Code 52077
Ed. Code 60040
Gov. Code 11000
Gov. Code 11135
Pen. Code 422.55
Pen. Code 422.6

Federal References

20 USC 1400-1482
20 USC 1681-1688
20 USC 1681-1688
20 USC 2301-2414
20USC6311
20USC6312
28 CFR 35.101-35.190
28 CFR 36.303
29 USC 794
34 CFR 100.1-100.13
34 CFR 104.1-104.39
34 CFR 106.1-106.61
42 USC 12101-12213
42 USC 2000d-2000d-7
42 USC 2000e-2000e-17

Management Resources References

Center for Urban Education Publication
CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication

Description

Nondiscrimination in elementary and secondary education programs
Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkqxQ==>
Local control and accountability plan
Selection of instructional materials
Definitions
Nondiscrimination in programs or activities funded by state
Definition of hate crime
Civil rights; crimes

Description

Individuals with Disabilities in Education Act
Discrimination based on sex or blindness, Title IX
Title IX, 1972 Education Act Amendments
Strengthening Career and Technical Education for the 21st Century Act
State plan
Local educational agency plan
Americans with Disabilities Act
Auxiliary aids and services
Rehabilitation Act of 1973, Section 504
Nondiscrimination in federal programs, effectuating Title VI
Section 504 of the Rehabilitation Act of 1973
Discrimination on the basis of sex, effectuating Title IX
Americans with Disabilities Act
Title VI, Civil Rights Act of 1964
Title VII, Civil Rights Act of 1964, as amended

Description

Protocol for Assessing Equity-Mindedness in State Policy, 2017
Climate for Achievement Governance Brief Series, 2015
African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016
African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016
Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016
The School Board Role in Creating the Conditions for Student Achievement, 2017
Latino Students in California's K-12 Public Schools, 2016
Math Misplacement, 2015
Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

Meeting California's Challenge	Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
Website	Center for Urban Education - https://simbli.eboardsolutions.com/SU/qnyzq73DSqicXQo1BS708A==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References

0000	Vision - https://simbli.eboardsolutions.com/SU/UHPDUhR6A4GlzK8vB5cLUQ==
0000	Vision - https://simbli.eboardsolutions.com/SU/wjCAHplusDS7XVK25lqVEWncg==
0100	Philosophy - https://simbli.eboardsolutions.com/SU/qUcN6YEXqXhiqTmLkw5wjQ==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/p9rC4p45dofOJlDi7ke0uA==
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/kiubilay7JUPlIHn3dq03A==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UolQX6i68xJBA1oSpS4pyA==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/6J3d8tYhplat4cAyloxoyg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/geJNgKHnqu05aVdpveHP6A==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/yEtWRplusnADrnvkkfhZrV8ig==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/iVugr0PWFqllLobs7YNizzw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/dvEdJiEmaPbCsGGny9BLFA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wIWlfntUA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/CkdK56mVeeT97PeO2zh9Tg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/ztRS3K6PtQVaaplua5lZIVOW==
3100	Budget - https://simbli.eboardsolutions.com/SU/vMjlsllhOSsSUn2xOXsPW9WfQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/t5Eulunn2pxD39Zblwplus1MQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbgslshnUmQ7wg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRywwiVR4kLUQ==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/hhvD7XXd43T2iOl48nFUMg==
3600	Consultants - https://simbli.eboardsolutions.com/SU/FSe8OimXl3cUZNIlnADsuA==
4113	Assignment - https://simbli.eboardsolutions.com/SU/CG4ySqT62WDUKncnVMel9q==

4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlqsZIMBTMlcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvplusmXqQzLlJplusvTzicQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/Sqv04y3VdHBFTmdZslsh7u1RQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/7b3cokldGrMS7AmEzKKv8w==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yogBxi2aJPLsg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4grslshW0okbp2NslshwGDR4dFA==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/s4cEypalslsh8FA74U4slshoAslshw==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/HpuMZx7BXzNgOplusw8b61QQ==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/nut7O5LTR5vE4rTCGwVaUA==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/olEslshbFggKB1WACslsh7XPOs4Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/WsxGhOiDT2ykMlaZi0vsxQ==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAli4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdJS7RHilbLjBiVMHRXKA==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/SBc8HbzazRNslshcG4utTzn0A==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTlkBQyYM1Zlnv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoaJqUYfdKDNHw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/slshggINA5plusuhNyS9rMAAtqSq==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVVlxJBLWMSlshiA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/2q3ThEb0EZ1WWK7dkXhZww==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/v2wr3aihgn9WKZwJocjsug==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozIVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/oX5UYDpqrN8gZYzJzo1WqA==

6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/keb3XSPCslshBQT3kihNXaoPw==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/qde1IXslshL0V51Lsn92thLZQ==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/wQv4k6VnsANVLWniQslshOXzw==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/n3kYdccnLTpkIQHS5ljdEA==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/xWUfOZoW5Ka824I2PQsUJA==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/hxOzFL5VGS1w4IF7U0E5nQ==

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 03/11/2008 | Last Revised Date: 06/26/2018 | Last Reviewed Date: 06/26/2018

The Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts **constituting unlawful discrimination or harassment** related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. **In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.** He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

adopted: March 11, 2008 Marysville, California

~~revised: June 26, 2018~~

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
5 CCR 432	Student records
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor - https://simbli.eboardsolutions.com/SU/NSkneFduiYWusJFnU3r9Q==
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/vtLslshoozWGUAbNL6kKkqxQ==
Ed. Code 48900.3	Suspension or expulsion for act of hate violence
Ed. Code 48900.4	Suspension or expulsion for threats or harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48907	Exercise of free expression; rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Translation of notices
Ed. Code 49020-49023	Athletic programs
Ed. Code 49060-49079	Student records
Ed. code 49060-49079	Student records
Ed. Code 51500	Prohibited instruction or activity
Ed. Code 51501	Prohibited means of instruction
Ed. Code 60044	Prohibited instructional materials
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
Federal References	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.3	Prohibition of discrimination on basis of race, color or national origin
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee for Title IX
34 CFR 106.9	Notification of nondiscrimination on basis of sex
34 CFR 110.25	Prohibition of discrimination based on age
34 CFR 99.31	Disclosure of personally identifiable information
42 USC 12101-12213	Title II equal opportunity for individuals with disabilities
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964

42 USC 6101-6107

Age Discrimination Act of 1975

Management Resources References

Description

CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal. App. 4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S Dept of Ed Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept of Health & Human Services Publication	Guid. to Fed Fin. Assist. Recipients Re. Title VI Prohibition Against Nat'l Origin Discrimination Affect Limited English Proficient Persons. Aug. 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
Website	First Amendment Center - https://simbli.eboardsolutions.com/SU/jzfta62CjSCuo68J0XF1w==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4rDg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGd==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2vZ5FZQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPw6vQ==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UclQX6i68xJBA1oSpS4pvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xqzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92qE2B7k97MW9aOlvsq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDvNoW85rcAHeP6J3Xq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMl6uZK6LB07hNmATN4q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/q4vAKOwieo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfslsh09hGbbRjKwig==

1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/loROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/11JNwMplusQaY5HXlpluswslshLnCq==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusqPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1q==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/6kiWqWpksJctwa7LixsYLq==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605coBiqsZIMBTMLcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/qMwkvIplusmXqQzLIJplusvTzicQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xfla15THC6ZRzTbHRKmX1Q==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yq==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/8ZsVoXpeTG87UBMcaXhslshq==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWIGNw==
5111	Admission - https://simbli.eboardsolutions.com/SU/plus1slsh0p4Bo7pmLw2KtK3dRAQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/DY15LN14JbaunmFQT12thw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/wF5plus5crslshHhZPEffQ5XpMw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yCK6WSBuSFtcH2vW8RqCq==
5125.1-E(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/jwlxisoAMHl9RvkOzjm36Q==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CxM7eqsiluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7C13FxoborErlwG9q==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusPslshIF5oR3hcawJ3nhmD6w==

5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkrAsy9yiEj2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yogBxi2aJPLsq==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/plusma002u9q8hn4y8tEaTMPA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/HicplusWp6XPZtOIORiGoRb6q==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SUkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdioOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAqJPiOb6JtJE0EOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMcd5zwoMlaYjiQqQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUiISQGsqliw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)- https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrjJLAnKcl.w==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/AGMr0Z7qplxDfzf1Z0NBLA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/1RHTBIIQavqnt3aURZ2uTw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQivpluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDlvunh54cslshBAOHOQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wv5FZXnN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPV07Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EaJE9HwJaxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dj34atMpuUuUgQz0wvnbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/vc2EKpMMWCciA90TZW0ayw==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTur4sSratcW3PtkR0q==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLfsishMuojQnNohzLPooY0yg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/gGA6zp1fkLDFIi8isishQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLslshq==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plEslshbFogKB1WACslsh7XPOs4Q==

6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/Zv5accYxIPLjkKr9fvbWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/AchfqslshmmnehprvusEoK2Kw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9iUJuplusIXtbH22qNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYcSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/vc4KrfMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXivCxyVYxJ3WkDaVUsIshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1thw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTik6CyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwroaJoUYfdKDNHw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/vc7E5vJxVslsh7iDWT48vmB9Q==

Regulation 5145.3: Nondiscrimination/Harassment

Status:

Original Adopted Date: 03/11/2008 | Last Revised Date: 06/26/2018 | Last Reviewed Date: 10/26/2021

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3- Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent/Personnel Services
Personnel Service Dept.
1919 B Street
Marysville, CA 95901
(530) 749-6144
rcarreon@mjud.com

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications
2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
 - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

- b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance under Title IX, which shall include:
 - i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
 - d. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
 6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.
 7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.
 8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming

students.

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment
5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3- Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations. Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity
2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to the student's gender identity
4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a

case-by- case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other

eligibility rule established for participation in the activity.

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)
6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

adopted: March 11, 2008 Marysville, California

revised: June 26, 2018

revised:

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

5 CCR 432
 5 CCR 4600-4670
 5 CCR 4900-4965
 Civ. Code 1714.1
 Ed. Code 200-262.4
 Ed. Code 48900.3
 Ed. Code 48900.4
 Ed. Code 48904
 Ed. Code 48907
 Ed. Code 48950
 Ed. Code 48985
 Ed. Code 49020-49023
 Ed. Code 49060-49079
 Ed. code 49060-49079
 Ed. Code 51500
 Ed. Code 51501
 Ed. Code 60044
 Gov. Code 11135
 Pen. Code 422.55
 Pen. Code 422.6

Federal References

20 USC 1681-1688
 28 CFR 35.107
 29 USC 794
 34 CFR 100.3
 34 CFR 104.7
 34 CFR 104.8
 34 CFR 106.8
 34 CFR 106.9
 34 CFR 110.25
 34 CFR 99.31
 42 USC 12101-12213
 42 USC 2000d-2000e-17
 42 USC 2000h-2-2000h-6
 42 USC 6101-6107

Management Resources References**Description**

Student records
 Uniform complaint procedures
 Nondiscrimination in elementary and secondary education programs
 Liability of parent or guardian for act of willful misconduct by a minor -
<https://simbli.eboardsolutions.com/SU/NSknePFduiYWusJFnU3r9Q==>
 Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/yTLslshoozWGUAAbNL6kKkgxQ==>
 Suspension or expulsion for act of hate violence
 Suspension or expulsion for threats or harassment
 Liability of parent/guardian for willful student misconduct
 Exercise of free expression; rules and regulations
 Speech and other communication
 Translation of notices
 Athletic programs
 Student records
 Student records
 Prohibited instruction or activity
 Prohibited means of instruction
 Prohibited instructional materials
 Nondiscrimination in programs or activities funded by state
 Definition of hate crime
 Civil rights; crimes

Description

Title IX of the Education Amendments of 1972
 Nondiscrimination on basis of disability; complaints
 Rehabilitation Act of 1973, Section 504
 Prohibition of discrimination on basis of race, color or national origin
 Designation of responsible employee for Section 504
 Notice
 Designation of responsible employee for Title IX
 Notification of nondiscrimination on basis of sex
 Prohibition of discrimination based on age
 Disclosure of personally identifiable information
 Title II equal opportunity for individuals with disabilities
 Title VI and Title VII Civil Rights Act of 1964, as amended
 Title IX of the Civil Rights Act of 1964
 Age Discrimination Act of 1975

Description

CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Court Decision	Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
First Amendment Center Publication	Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S. Dept of Ed Office for Civil Rights Publication	Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70
U.S. Dept of Health & Human Services Publication	Guid. to Fed Fin. Assist. Recipients Re. Title VI Prohibition Against Nat'l Origin Discrimination Affect Limited English Proficient Persons, Aug. 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
Website	First Amendment Center - https://simbli.eboardsolutions.com/SU/jzlfat62CjSCuo68J0XF1w==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOAx53TBZ2HPwBvQ==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UolQX6i68xJBA1oSpS4pyA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xqzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92qE2B7k97MW9aOlysq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/q4vAKOwjoe35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==

3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/11JNwMplusQaY5HXlpluswslshjLnCg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusqPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/6kiWqWpksJgtwa7LjxsYLg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMlcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplusmXqQzLIJplusvTzicQ==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/XflaI5THC6ZRzTbHRKmX1Q==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yg==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/8ZsVoXpeTG87UBMcalXhslshg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWGNw==
5111	Admission - https://simbli.eboardsolutions.com/SU/plus1slsh0p4Bo7pmLw2KtK8dRAQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/DY15LN14JbaunmFQTt2thw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/wF5plus5qrsIshIHhZPEffQ5XpMw==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yCK6WSBuSFtcH2vVW8RqCg==
5125.1-E(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/JwlxisoAMHI9RvkOzjm36Q==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsJluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxororErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshIF5qR3hcqvJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxj2aJPLsq==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/plusma002u9q8hn4y8tEaTMPA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/HigplusWp6XPZtOIORIGoRb6g==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdioQalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPiOb6JtJEEOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwqMlaYjiQqQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUllSQGsglw==
5144.2	SuspensionAndExpulsion/DueProcess(StudentsWithDisabilities)- https://simbli.eboardsolutions.com/SU/uk3OorjHz6BuPrULAnKcLw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/AGMr0Z7gplxDfqf1Z0NbLA==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/1RHTBIIGygnT3aURZ2uTw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQjvpluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDlyunh54cslshBAOHQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wV5EZXRiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EqJE9HvJgxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgQz0vvhbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTuR4sSraticW3PtR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLfsishMuoJQnNohzLPooY0yg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFIi8jslshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLSlshg==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/oIEslshbFggKB1WACslsh7XPOs4Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
6144	Controversial Issues -

	https://simbli.eboardsolutions.com/SU/Zy5accYxIPLjkKr9fyvbWA==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/AdnfgslshmmnehpryusEoK2Kw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUpIuslXtbH22qNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUsIshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTikBQyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoajqUYfdKDNHw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQrF3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7jDWT48vmB9Q==

Policy 5145.7: Sexual Harassment

Status: ADOPTED

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

The Board of Education is committed to maintaining an educational environment that is free from harassment. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the person(s) to whom a report of sexual harassment should be made

Complaint Process

Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee.

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.

Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

adopted: March 11, 2008 Marysville, California

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

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

5 CCR 4600-4670

5 CCR 4900-4965

Civ. Code 1714.1

Civ. Code 51.9

Ed. Code 200-262.4

Ed. Code 48900

Ed. Code 48900.2

Ed. Code 48904

Ed. Code 48980

Gov. Code 12950.1

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Liability of parent or guardian for act of willful misconduct by a minor - <https://simbli.eboardsolutions.com/SU/NSkneFduiYWusJFnU3r9Q==>

Liability for sexual harassment; business, service and professional relationships - <https://simbli.eboardsolutions.com/SU/RFwiKqYI364luH8a6QAqdg==>

Educational equity; prohibition of discrimination on the basis of sex - <https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkqxQ==>

Grounds for suspension and expulsion

Additional grounds for suspension or expulsion; sexual harassment

Liability of parent/guardian for willful student misconduct

Notice at beginning of term

Sexual harassment training

Federal References

20 USC 1221

20 USC 1232g

20 USC 1681-1688

34 CFR 106.1-106.71

34 CFR 99.1-99.67

42 USC 1983

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

Description

Application of laws

Family Educational Rights and Privacy Act (FERPA) of 1974

Title IX, discrimination

Nondiscrimination on the basis of sex in education programs

Family Educational Rights and Privacy

Civil action for deprivation of rights

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

Management Resources References

Description

Court Decision	Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Court Decision	Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
Court Decision	Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Court Decision	Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Court Decision	Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Court Decision	Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
Court Decision	Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Q&A on Campus Sexual Misconduct, September 2017
U.S. DOE, Office for Civil Rights Publication	Sexual Harassment: It's Not Academic, September 2008
U.S. DOE, Office for Civil Rights Publication	Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References

Description

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xqzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOllysg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xq==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwjeo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFiINLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/1JNwMplusQaY5HXlpluswslshiLnCq==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWwA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==

3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
4117.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/hYDUU4RwHhyqJNVvNqArw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xcyDC8Sq7zsG6MnGGfCWgA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/WWa2MLUSnjq8X1XdWd5m0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xfla5THC6ZRzTbHRKmX1Q==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ZplusqUzS1wfn66IMooh1LPqQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsJluAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxoborErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshIF5gR3hcqvJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yogBxj2aJPLsg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJklVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdoOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPjOb6JtJEOEOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwqMlaYjiQgQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUllSQGsglw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)- https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrULAnKclw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQjvpluskmnXgu2EIQ9Qw==

5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDlyunh54cslshBAOHQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshiwghZ5slshUMadZf7Pnag==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrltg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFIi8jslshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLslshq==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jIUpluslXtbH22qNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUslshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==

Regulation 5145.7: Sexual Harassment

Status: ADOPTED

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

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting, when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions
2. Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, notes, stories, drawings, pictures or gestures
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-gender class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Purposefully cornering or blocking normal movements
10. Displaying sexually suggestive objects

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures and standards of conduct are posted (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures and standards of conduct (Education Code 231.5)
5. Be provided to employees and employee organizations

Investigation of Complaints at School (Site-Level Grievance Procedure)

1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:
 - a. The student who is complaining
 - b. The person accused of harassment
 - c. Anyone who witnessed the conduct complained of
 - d. Anyone mentioned as having related information
2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.
3. The principal or designee shall discuss the complaint only with the people described above. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:
 - a. The Superintendent or designee
 - b. The parent/guardian of the student who complained
 - c. If the alleged harasser is a student, his/her parent/guardian
 - d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth
 - e. Child protective agencies responsible for investigating child abuse reports
 - f. Legal counsel for the district
4. When the student who complained and the alleged harasser so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.
5. In reaching a decision about the complaint, the principal or designee may take into account:
 - a. Statements made by the persons identified above
 - b. The details and consistency of each person's account
 - c. Evidence of how the complaining student reacted to the incident
 - d. Evidence of any past instances of harassment by the alleged harasser
 - e. Evidence of any past harassment complaints that were found to be untrue
6. To judge the severity of the harassment, the principal or designee may take into consideration:
 - a. How the misconduct affected one or more students' education
 - b. The type, frequency and duration of the misconduct
 - c. The number of persons involved
 - d. The age and gender of the person accused of harassment
 - e. The subject(s) of harassment

- ~~f. The place and situation where the incident occurred~~
- ~~g. Other incidents at the school, including incidents of harassment that were not related to gender~~
- ~~7. The principal or designee shall write a report of his/her findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.~~
- ~~8. The principal or designee shall give the Superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that sexual harassment occurred, this report shall describe the actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.~~
- ~~9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.~~

Enforcement

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

- ~~1. Removing vulgar or offending graffiti.~~
- ~~2. Providing staff inservice and student instruction or counseling.~~
- ~~3. Notifying parents/guardians of the actions taken.~~
- ~~4. Notifying child protective services.~~
- ~~5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.~~

approved: March 11, 2008 — Marysville, California

Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

- 1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
- 2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
- 3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
- 4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

- 1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
- 3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent/Personnel Services
Personnel Service Dept.
1919 B Street
Marysville, CA 95901
(530) 749-6144
rcarreon@mjsd.com

Notifications

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)
5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each

quarter, semester, or summer session (Education Code 231.5)

6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

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
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor - https://simbli.eboardsolutions.com/SU/NSknepfduiYWusJFnU3r9Q==
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships - https://simbli.eboardsolutions.com/SU/RFwiKqY1364luH8a6QAqdg==
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Ed. Code 48900	Grounds for suspension and expulsion
Ed. Code 48900.2	Additional grounds for suspension or expulsion; sexual harassment
Ed. Code 48904	Liability of parent/guardian for willful student misconduct
Ed. Code 48980	Notice at beginning of term
Gov. Code 12950.1	Sexual harassment training

Federal References

20 USC 1221
 20 USC 1232g
 20 USC 1681-1688
 34 CFR 106.1-106.71
 34 CFR 99.1-99.67
 42 USC 1983
 42 USC 2000d-2000d-7
 42 USC 2000e-2000e-17

Description

Application of laws
 Family Educational Rights and Privacy Act (FERPA) of 1974
 Title IX, discrimination
 Nondiscrimination on the basis of sex in education programs
 Family Educational Rights and Privacy
 Civil action for deprivation of rights
 Title VI, Civil Rights Act of 1964
 Title VII, Civil Rights Act of 1964, as amended

Management Resources References

Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 Court Decision
 CSBA Publication
 CSBA Publication
 U.S. DOE, Office For Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication
 U.S. DOE, Office for Civil Rights Publication

Description

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
 Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447
 Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
 Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
 Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
 Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736
 Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
 Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
 Dear Colleague Letter: Title IX Coordinators, April 2015
 Q&A on Campus Sexual Misconduct, September 2017
 Sexual Harassment: It's Not Academic, September 2008
 Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
 Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Website

California Department of Education -
<https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==>

Website

CSBA -
<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Website

U.S. Department of Education, Office for Civil Rights -
<https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==>

Cross References

0410
 0450
 0450
 1312.1

Description

Nondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==>
 Comprehensive Safety Plan -
<https://simbli.eboardsolutions.com/SU/4xqzKW49G5slshfIU4EhQU2A==>
 Comprehensive Safety Plan -
<https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==>
 Complaints Concerning District Employees -
<https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xq==>

1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/2cOMIouZK6LB07hNmATN4g==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/g4vAKOwieo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjiNLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/I1JNwMplusQaY5HXIpluswslshjLnCq==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/MCfn2xoKFFwuLa1B1plusYWxA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/qF9AplusqPX4wxAToR4NSpHhw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==
4117.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/hYDUU4RwHhyqJNVvNqArw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/xcyDC8Sg7zsG6MnGGfCWqA==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
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4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xfla15THC6ZRzTbHRKmX1Q==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
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4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEU8xH5nflE78Yq==
5125	Student Records - https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/CtxM7eqsijuAa3YrplusCSslshuw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxorborErlwG9g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusbPslshIF5gR3hcqvJ3nhmD6w==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/lo0zzRbrkjrAsy9yiEj2Qw==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxi2aJPLsg==

5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/SIJkIVzu376Do2X8T9xyEw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/90pZKDrdioOalwnPbz2CqA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/qAMAgJPjOb6JtJEEOZEKQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/7ysPeMlcd5zwwMlaYjiQgQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Y2spYECOzyZamsWP6kQ0slshA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/GEyEuxJ3muBUllSQGsglw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)- https://simbli.eboardsolutions.com/SU/uK3OorjHz6BuPrULAnKcLw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/Zu8GzQjvpluskmnXqu2EIQ9Qw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/bkxP4KslshDIyuhn54cslshBAOHQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshiwghZ5slshUMadZ7Pnag==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKTSLWrllyg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFll8jlsishQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLSlshq==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUpluslXtbH22gNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/Xslsh2eRTXyzNpH6Fslsh4M6p9Mw==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVrkRHlnq==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUslshKA==
6163.4-E(1)	Student Use Of Technology - Student Technology Acceptable Use Policy - https://simbli.eboardsolutions.com/SU/uWanJUmsw1L6yAZ8QF1tHw==

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 03/11/2008 | Last Revised Date: 06/26/2018 | Last Reviewed Date: 06/26/2018

The Board of Education is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individuals identified in AR1312.3 – Uniform Complaint Procedures as the employee listed below, responsible for coordinating the district's response to complaints regarding ADA and for complying with state federal civil rights laws, are hereby designated as the district's ADA coordinator. ~~s for non-student ADA compliance.~~ He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

~~ADA Coordinator for Non-Student ADA Compliance~~
~~Assistant Superintendent, Business Services~~
~~1919 B Street, Marysville CA 95901~~
~~530-749-6114~~
~~mhodson@mjustd.com~~

~~ADA Coordinator for Student ADA Compliance~~
~~Director of Program Services~~
~~1919 B Street, Marysville CA 95901~~
~~530-749-6146~~
~~jguth@mjustd.com~~

Assistant Superintendent/Personnel Services
Personnel Service Dept.
1919 B Street
Marysville, CA 95901
(530) 749.6144
rcarreon@mjustd.com

adopted: March 11, 2008 — Marysville, California
revised: June 26, 2018

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

5 CCR 4600-4670

5 CCR 4900-4965

Ed. Code 200-262.4

Ed. Code 48980

Ed. Code 48985

Ed. Code 51007

Gov. Code 11000

Gov. Code 11135

Gov. Code 12900-12996

Gov. Code 54953.2

Gov. Code 8310.3

Pen. Code 422.55

Pen. Code 422.6

Description

Uniform complaint procedures

Nondiscrimination in elementary and secondary education programs

Educational equity; prohibition of discrimination on the basis of sex -
<https://simbli.eboardsolutions.com/SU/yTLslshoozWGUAAbNL6kKqXQ==>

Parental notifications

Notices to parents in language other than English

Legislative intent: state policy

Definitions

Nondiscrimination in programs or activities funded by state

Fair Employment and Housing Act

Brown Act compliance with Americans with Disabilities Act

California Religious Freedom Act

Definition of hate crime

Civil rights; crimes

Federal References

20 USC 1400-1482

Description

Individuals with Disabilities in Education Act

20 USC 1681-1688

20 USC 1681-1688

20 USC 2301-2414

20 USC 6311

20 USC 6312

Title IX, 1972 Education Act Amendments

Discrimination based on sex or blindness, Title IX

Strengthening Career and Technical Education for the 21st Century Act

State plan

Local educational agency plan

28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
34 CFR 106.9	Dissemination of policy
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
Management Resources References	Description
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
U.S. Department of Justice Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
U.S. Department of Justice Publication	2010 ADA Standards for Accessible Design, September 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter, May 26, 2011
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
U.S. DOE, Office for Civil Rights Publication	Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
U.S. DOE, Office for Civil Rights Publication	Notice of Non-Discrimination, Fact Sheet, August 2010
U.S. DOE, Office for Civil Rights Publication	Nondiscrimination in Employment Practices in Education, August 1991
Website	World Wide Web Consortium, Web Accessibility Initiative - https://simbli.eboardsolutions.com/SU/bidXfpUplusS7mVvEQmsT1yhA==
Website	Pacific ADA Center - https://simbli.eboardsolutions.com/SU/uYZsxL72Raxf0FvsX5djWQ==
Website	U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act - https://simbli.eboardsolutions.com/SU/9sZBTK5qxS65pFY07h6ktA==
Website	California Office of the Attorney General - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGq==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==
Website	California Department of Fair Employment and Housing - https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLy8K40jw==
Website	U.S. Equal Employment Opportunity Commission - https://simbli.eboardsolutions.com/SU/vWZpgy5hWTz73t9BVEDPpA==

Website	U. S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, December 2008
Cross References	Description
0100	Philosophy - https://simbli.eboardsolutions.com/SU/qUcN6YEXqXhiqTmLkw5wjQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92qE2B7k97MW9aOlqsg==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsqYKplusR7grq==
1100-E(1)	Communication With The Public - California Code Of Regulations, Title 2 - https://simbli.eboardsolutions.com/SU/96ft6E4KgsRSfwVf0296QA==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7Zw==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/KplusslshwYfdSTklldSrDCvFTmQ==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/rV8F6ywho2zqzslshMELw71kw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/xk4qBocTrzncNjgFomqslshYw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/kaUkP1jRHt4vo3plusY31eKSg==
1260	Educational Foundation - https://simbli.eboardsolutions.com/SU/7lkfmfyoDXEjEADhmmY5tQ==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/q4vAKOwieo35HDal8xtYslshA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGFjINLHfslsh09hGbbRjKwig==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/oROCFYHa2zV6XTmTKCQf0w==
1325	Advertising And Promotion - https://simbli.eboardsolutions.com/SU/J6RrUnM7jZtuRBueyM8mOQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/l52flUvUulacnslshv7nwTASA==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/Fplus5mFDhwMtsJzplusGF037nyg==
1330-E(1)	Use Of School Facilities - Statement Of Information - https://simbli.eboardsolutions.com/SU/OR8ygaJlDaMFO5DrSlm5WQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbslshnUmQ7wg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRywwiVR4kLUQ==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/X8LvQTWZbtSk4L2x22gMeg==

3270 Sale And Disposal Of Books, Equipment And Supplies -
<https://simbli.eboardsolutions.com/SU/nsMpNi3sVeobRzjYRAc4gw==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/plus2dhWhPlrPIItETMxbk9RQ==>

3311 Bids - <https://simbli.eboardsolutions.com/SU/uvRzwfTMw3qsr15oRalCtg==>

3530 Risk Management/Insurance -
<https://simbli.eboardsolutions.com/SU/gF9AplusgPX4wxAToR4NSpHhw==>

3530 Risk Management/Insurance -
<https://simbli.eboardsolutions.com/SU/RPhANQmP4PeWTN5D5tNu3w==>

3540 Transportation -
<https://simbli.eboardsolutions.com/SU/OAJr27beUcPCdohI873A3g==>

3540 Transportation -
<https://simbli.eboardsolutions.com/SU/uETtg60cDUIfMEJHkOxBA==>

3541.2 Transportation For Students With Disabilities -
<https://simbli.eboardsolutions.com/SU/yvq6nmcvnRmjHphsC2iVow==>

3541.2 Transportation For Students With Disabilities -
<https://simbli.eboardsolutions.com/SU/ZFiYcOfGtoMM6Kfslsh5uS16g==>

3551 Food Service Operations/Cafeteria Fund -
<https://simbli.eboardsolutions.com/SU/BiquuJEntgH0WMfyEG5K9A==>

3551 Food Service Operations/Cafeteria Fund -
<https://simbli.eboardsolutions.com/SU/1LdQIWck4igH2adz8Ab50A==>

3553 Free And Reduced Price Meals -
<https://simbli.eboardsolutions.com/SU/UDOEknzVtm9cE2T2HGDB1q==>

3553 Free And Reduced Price Meals -
<https://simbli.eboardsolutions.com/SU/6kiWgWpksJgtwa7LjxsYLg==>

3600 Consultants -
<https://simbli.eboardsolutions.com/SU/FSe8OimXI3cUZNiLNADsuA==>

4030 Nondiscrimination In Employment -
<https://simbli.eboardsolutions.com/SU/7AlaUvYVavN9faDceplusla0A==>

4030 Nondiscrimination In Employment -
<https://simbli.eboardsolutions.com/SU/70ZBnmDhplusRzJApey4yCfvq==>

4032 Reasonable Accommodation -
<https://simbli.eboardsolutions.com/SU/WXk0Qb2u4CGvFGzOqplusslshrHw==>

4033 Lactation Accommodation -
<https://simbli.eboardsolutions.com/SU/ZEHVry9xINif71vGeoKflw==>

4111 Recruitment And Selection -
<https://simbli.eboardsolutions.com/SU/vzEvUr3km7l5S3c6fPlYlw==>

4111.2 Legal Status Requirement -
<https://simbli.eboardsolutions.com/SU/IMRtjYLBOTxZ8e5zd4cYKq==>

4111.2 Legal Status Requirement -
<https://simbli.eboardsolutions.com/SU/jxJGacvwmiOTQpvTANyMtw==>

4119.11 Sexual Harassment -
<https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==>

4119.11 Sexual Harassment -
<https://simbli.eboardsolutions.com/SU/xcyDC8Sq7zsG6MnGGfCWgA==>

4119.21 Professional Standards -
<https://simbli.eboardsolutions.com/SU/McQ3uqxLubJvWpgESBjvUQ==>

4211 Recruitment And Selection -
<https://simbli.eboardsolutions.com/SU/WQJJFqTGos2UF9BGBWyaCw==>

4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/k3As9a5slshTvEaIJU5aPLtUg==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/ITU6mU8XNyXq9FwP0pn4plusg==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/WVa2MLUSnjg8X1XdWd5m0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/Xfla5THC6ZRzTbHRKmX1Q==
4311	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/DUplus59z2FslshslshmGJtg2M5Esw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/5plusL82rYoHGP0WUQUdcEmqQ==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/ez3GVI3IRrTxuCRblgAVsw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/ZplusqUzS1wfn66IMooh1LPqQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/h9YN2tsb5o6fEtWQkvSz7A==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/Mc3slshxnTQEUX8H5nflE78Yg==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/Sqv04y3VdHBFTmdZslsh7u1RQ==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/7b3cokldGrMS7AmEzKKv8w==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/ngfrE7Ci3FxorborErlwG9g==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/dKFEIcsYBtvYnzdWplndWq==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/dp50BWFahvHXw5dwiqQ4dw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4grslshW0okbp2NslshwGDR4dFA==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/plusk4slshiwghZ5slshUMadZ7fPnag==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/MnCUR8J9cs0TfKtSLWrlyg==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/wV5EZXiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/2EqJE9HvJqxwvPHsrH5GXQ==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0whbA==
5146	Married/Pregnant/Parenting Students - https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==

6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/XGvRsXtlzRVGpHueQt1Scw==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/iuOtxAii1SEnDrEfrQ6cplusA==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/a2ZFFWIRCaldmAYyL751Yg==
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6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/vEehslshObK5CXYpcPgHnJnJA==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/K9LYy2zJU5R8NNdL1Zw3RA==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/s4cEypalslsh8FA74U4slshoAslshtw==
6141.5	Advanced Placement - https://simbli.eboardsolutions.com/SU/HpuMZx7BXzNgOpluswf8b61QQ==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/23YslshTuR4sSratcW3PtkR0g==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/kLfsllshMuojQnNohzLPooY0yg==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/WXk8ISanLplusukwMbFJGaLoA==
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6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/Zy5accYxIPLjkKr9fyvbWA==
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6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/0kNuvh9jUUplusIXtbH22qNcA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/dLJnVZwzcDzwDdoRMSYoSg==
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6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/SAoBYvFlu4aVbGVkrRHIng==
6145.2-E(1)	Athletic Competition - https://simbli.eboardsolutions.com/SU/yg4KrMiMbNeShmHzfZeZsA==
6145.2-E(2)	Athletic Competition - https://simbli.eboardsolutions.com/SU/QFXjyCxyVYxJ3WkDaVUsllshKA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/WsxGhOiDT2ykMlaZi0vsxQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/TGpv8IGLVuVP6a5rDFslshU5Q==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/plusGvX2MVRNLcwUIBfpYTeGQ==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/IV0Q2SI2v0SAli4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdjS7RHilbLjBjVMHRXKA==

6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/SBc8HbzazRNslshcG4utTzn0A==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/4sZefVrssiMk7BGe1kx2Aq==
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6163.2-E(1)	Animals At School - https://simbli.eboardsolutions.com/SU/fo84dCROlslshpCCXNzKkxAg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTikBQyYM1ZInv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoajQUYfdKDNHw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/DslshmlHVJUptuXV8aBoWaslshA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/in58GMp4JsKl2HAzFTjng==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/azeDnfE9xyAGzpBVDTRz6Q==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/HFb5WKoNBtSBJplusP4FBrBog==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/plus0A16OC5slIRBG0gKvONfA==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/n0l6b7hsaBUZFXkDt4w7Ew==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVVlxJBLWMSlshiA==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/2g3ThEb0EZ1WVK7dkXhZww==
6173-E(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/v2wr3aihgn9WKZwJocjsug==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/8oWQRf3sP2Sh2mHAozfVnQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/yg7E5yJxVslsh7iDWT48vmB9Q==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/qde1IXslshL0V51Lsn92thLZQ==
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6200	Adult Education - https://simbli.eboardsolutions.com/SU/aaXTpzPdUiGkP0drD1qgdg==
6200	Adult Education - https://simbli.eboardsolutions.com/SU/g6zXviMgydSdGdYA5HGC6g==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/xWUfOZoW5Ka824l2PQsUJA==
7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/fs2ZvCP3sklNxd4fsxrvoQ==

7310	Naming Of Facility - https://simbli.eboardsolutions.com/SU/Rpo7ZuK96v1WMeoEaMHjQ==
9150	Student Board Members - https://simbli.eboardsolutions.com/SU/2ox1jUSclZplus3X8yWKR7TA==
9150	Student Board Members - https://simbli.eboardsolutions.com/SU/VEaBikrUqhCR7HINGHrsIshEA==
9150-E(1)	Student Board Members - https://simbli.eboardsolutions.com/SU/gO0Nlyqn2hcvTNVqWEgObQ==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/8tcGslshNrrqesIsh5Sj8lqWslsh7ZA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/Nmplusf7tHqxKVyg8etvesIshGuQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RISK MANAGER

JOB SUMMARY:

Under the direction an Assistant Superintendent of Personnel, plan, organize and direct the activities and operations of the District's Risk Management program in the areas of General Liability, Workers' Compensation, Injury and Illness Prevention, Property and Casualty, loss recovery and related areas of risk identified according to District needs; train and supervise the performance of assigned personnel. This position is key support to staff during the COVID 19 pandemic and will be responsible for staff transition within the CDE/CDPH/Cal OSHA guidelines.

ESSENTIAL FUNCTIONS:

1. Plan, organize and direct the activities and operations of the Risk Management within the District.
2. Implement, administer and evaluate the District's Safety and Risk Management programs;
3. Oversee the District and site-based Illness and Injury Prevention Program.
4. Oversee the District's staff attendance and absence programs
5. Oversee the District's wellness programs
6. Work with the Fiscal department to complete related documents
7. Administer District programs for safety, loss control, and insurance for workers' compensation, property, liability and student accident insurance;
8. Improve safe and healthful working conditions for students and staff of the District;
9. Identify exposures to loss; develop, implement and evaluate loss control and risk financing techniques.
10. Train and supervise the performance of assigned personnel;
11. Interview and select employees and recommend transfers, reassignment, termination and disciplinary actions according to District policies, rules and regulations.
12. Serve as a liaison between insurance carriers, claims and other administrators, and appropriate District staff related to claims and safety hazards;
13. Serve as the District's Americans with Disabilities Act (ADA) Compliance Officer, review requests for reasonable accommodation and make recommendations.
14. Monitor and evaluate the effect of new and proposed legislation and case law on the District's risk financing and loss control programs and make recommendations for District compliance.
15. Prepare and maintain a variety of reports, records and files in compliance with applicable regulations and statutes related to assigned activities and personnel;
16. Manage the administration of claims in-house or by third party administrators and insurers; assure accurate and complete record keeping;
17. Analyze and create reports on insurance market trends, loss statistics and accidents, provide recommendations as needed.

19. Represent the District's interests with brokers, claims administrators, legal counsel, investigators, regulatory and enforcement agencies, insurers, joint powers authorities, parents and the community.
20. Coordinate and provide advice concerning exposure identification, loss control techniques, claims and risk financing strategies with division and department management and supervisory personnel.
21. Administer the District's drug and alcohol testing program for commercially licensed drivers in accordance with federal and state regulations.
22. Evaluate and ensure appropriate risk financing including forms of retention, transfer and hybrid financing;
23. Evaluate contracts and recommend appropriate provisions to ensure adequate transfer for loss control and risk financing.
24. Interpret, apply, evaluate and recommend language for Board Policies, Administrative Regulations and other documents related to risk management, safety, loss control and other areas of potential liability.
25. Coordinate and conduct workshops for District administrators and staff on various Risk Management issues such as safety, disability discrimination, Workers' Compensation and loss control.
26. Arranges for restitution when District equipment and property is damaged or stolen.
27. Serve as the District's Injury and Illness Prevention Program (IIPP) administrator, chair District IIPP Committee;
28. Monitor and coordinate site-level IIPP programs.
29. Provide technical expertise, information and assistance to the Director regarding assigned functions;
30. Participate in the formulation and development of policies, procedures and programs as requested.
31. Communicate with administrators, personnel and outside organizations to coordinate activities, resolve issues and conflicts and exchange information.
32. Develop and prepare the annual preliminary budget for the Risk Management Department; control and authorize expenditures in accordance with established limitations.
33. Operate a computer and assigned software programs; operate other office equipment as assigned;
34. Drive a vehicle to conduct work.
35. Perform related duties as assigned.

DEMONSTRATED KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

1. Planning, organization and direction of risk management programs, policies and procedures.
2. Exposure identification, loss control, claims management and risk financing.
3. Budget preparation and control.
4. Oral and written communication skills.
5. Principles and practices of supervision and training.

6. Applicable laws, codes and regulations relative to forms of liability and risk financing.
Interpersonal skills using tact, patience and courtesy.
7. Operation of a computer and assigned software.

ABILITY TO:

1. Plan, organize and manage the operations and activities of the Risk Management Department.
2. Train and supervise the performance of assigned personnel.
3. Analyze loss data and formulate projections.
4. Identify exposures to loss and develop, implement and evaluate loss control techniques.
Communicate effectively both orally and in writing.
5. Interpret, apply and explain rules, regulations, policies and procedures.
6. Establish and maintain cooperative and effective working relationships with others.
7. Operate a computer and assigned office equipment.
8. Analyze situations and information accurately and adopt effective courses of action.
9. Meet schedules and time lines.
10. Work independently with little direction.
11. Plan and organize work. Prepare and maintain comprehensive reports.
12. Maintain consistent, punctual and regular attendance.
13. Hear and speak to exchange information and make presentations.
14. Move hands and fingers to operate a computer keyboard.
15. See to read a variety of materials.

EDUCATION AND EXPERIENCE REQUIRED:

Any combination equivalent to: bachelor's degree in insurance, business administration, safety, public administration or related field and five years increasingly responsible experience in the management and operation of a risk management program.

LICENSES AND OTHER REQUIREMENTS:

Valid California Class C driver's license.

WORKING CONDITIONS: ENVIRONMENT:

Office environment. Driving a vehicle to conduct work.

Board Approved: []

TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
MARYSVILLE UNIFIED TEACHERS ASSOCIATION

The Marysville Joint Unified School District (District) and the Marysville Unified Teachers Association (MUTA) reached a tentative agreement (TA) on October 8, 2021, incorporating the following:

Total Compensation for the 2020/2021 School Year:

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. The total compensation package shall be structured in the following manner:

Retro Payment

All MUTA-unit members employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. MUTA-unit members 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. Those having retired on or after January 1, 2021, and in good standing, shall receive the retroactive payment.

Distribution of one-time, off-schedule payment(s)

MUTA has elected to take it all in a salary one-time payment. The 4.0% total compensation shall be distributed in an equal amount of \$4,028 to each MUTA-unit member.

ARTICLE V: Transfers and Reassignments:

Commencing with school year 2021/2022, the parties agree to set a deadline for voluntary transfers of June 12 for the upcoming school year, provided the unit member has received his/her teaching assignment for said upcoming year. The District shall post all known vacancies within five (5) workdays of receiving resignation/retirement notices from unit members. For vacancies posted more than ten (10) workdays after the last day of student attendance in June for the upcoming school year, unit member will have five (5) workdays to apply for a voluntary transfer/reassignment. A unit member may be voluntarily transferred/reassigned after these deadlines, if the District thinks it is in the best interest of the students/school.

Open Articles

The Parties agree to continue negotiations in order to resolve opened CBA language proposals for the 2020-21 school year, as part of discussions for the 2021-22 school year bargaining cycle.

Completion of Negotiations for 2020/21

This Agreement shall fully resolve negotiations through the 2020/2021 school years as contained herein.


For MUTA:



Angela Stegall, MUTA President

10-8-2021
Date

For The District:



Ramiro G. Carreón, Asst. Superintendent

10/08/2021
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

Marysville Unified Teachers Association (MUTA)

BARGAINING UNIT

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

10/26/21

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years:

07/01/20

06/30/21

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

\$53,619,862.18

2. Current Year Costs After Agreement

\$55,775,653.82

3. Total Cost Change

\$2,155,791.64

4. Percentage Change

4.02%

5. Value of a 1% Change

483,979

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%

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
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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	13,345,371.90
2.	Cost of Benefits After Agreement	13,708,703.54
3.	Percentage Change in Total Costs	2.72%

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:	\$ 135,171,626.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 4,055,148.78

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)	\$4,055,148.78
5.	Unassigned/Unappropriated (Object 9790)	\$17,372,232.22
6.	Total Reserves: (Object 9789 + 9790)	\$21,427,381.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
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TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$21,427,381.00
9.	Percentage of General Fund Expenditures/Uses	15.85%
Difference between District Reserves and Minimum State Requirement		\$17,372,232.22

**FORM FOR PUBLIC DISCLOSURE
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(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 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%) off-schedule payment retroactive to July 1, 2020. The 4.0% total compensation shall be distributed in an equal amount of \$4,028 to each MUTA-unit member. MUTA -unit members not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired on or after January 1, 2021, and in good standing, shall receive the retroactive 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 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

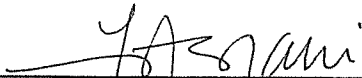
CERTIFICATION

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.

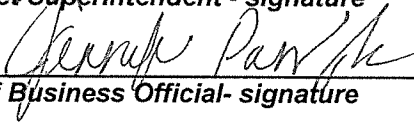
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent - signature

10-19-21

Date



Chief Business Official- signature

10-19-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, October 26, 2021 took action to approve the proposed Agreement with the MARYSVILLE UNIFIED TEACHERS ASSOCIATION (MUTA) Bargaining Unit.

*President, Governing Board
(signature)*

Date

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
 WITH THE Marysville Unified Teachers Association (MUTA) BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on : (enter Date) 10/26/2021
 Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days) 12/10/2021
 Estimated Agreement Payment Date (enter Date) 11/30/2021

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: <u>MUTA</u>	<u>503.73</u>
Classified: <u></u>	<u></u>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: (enter Begin Date) 7/1/2020
 and ending on: (enter End Date) 6/30/2021

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

Fiscal Years:	<u></u>	<u></u>	<u></u>
Reopeners: Yes or NO ?	<u></u>	<u></u>	<u></u>

if Yes, what Areas?

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): \$ 40,274,490.28

Current Year Salary Cost After Settlement
 (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable): \$ 42,066,950.28

Total Cost Increase or (Decrease):	<u>\$1,792,460.00</u>
Percentage Increase or (Decrease):	<u>4.45%</u>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease)

% increase or (decrease) to existing schedule 0.00% per employee

% increase or (decrease) for one-time bonus/stipend or (salary reduction) 4.0% per employee

Step & column

average % annual change over the prior year schedule 0.00% per employee

TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE 4.00% per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	<u>0.00</u>
Indicate Total # of Work Days to be provided for fiscal year:	<u>0.00</u>
Indicate Total # of Instructional Days to be provided for fiscal year:	<u>0.00</u>

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:	\$ 8,123,458.12
Proposed Costs:	\$ 8,486,789.76
Total Cost Increase or (decrease):	\$363,331.64
Percentage Change:	4.47%

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

Total Health and Welfare Costs:

Current Costs:	\$ 5,221,913.78
Proposed Costs:	\$ 5,221,913.78
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.)

MUTA Health & Welfare cap is \$894.42 per month and includes: Health, Vision, Dental and Income Protection.

Current Cap:	\$ 894.42	
Proposed Cap:	\$ 894.42	
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	\$ 40,274,490.28	
Benefits	\$ 13,345,371.90	
Total:		\$ 53,619,862.18

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

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

Salaries	\$ 42,066,950.28	
Benefits	\$ 13,708,703.54	
Total:		\$ 55,775,653.82

TOTAL COST INCREASE OR (DECREASE)	\$2,155,791.64
(<i>This amount should tie to the multiyear projection sections for 1XXX-3XXX</i>)	
PERCENTAGE CHANGE	4.02%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 483,979.48

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%) off-schedule payment retroactive to July 1, 2020. The 4.0% total compensation shall be distributed in an equal amount of \$4,028 to each MUTA-unit member. MUTA -unit members not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired on or after January 1, 2021, and in good standing, shall receive the retroactive 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.

Section 7: State Minimum Reserve Standard Calculation:

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

\$ 135,171,626.00

Minimum State Reserve Percentage (input %)

3%

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

\$ 4,055,148.78

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)

12/10/2021

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
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.	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	
	Latest Board- Approved Budget Before Settlement - As of _____ 6/22/2021	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)	
OPERATING REVENUES: LCFF ADA	ADA=9,280			9,280	
LCFF Sources (8010-8099)	106,438,868.00	0.00	0.00	106,438,868.00	
Remaining Revenues (8100-8799)	22,894,747.00	0.00	0.00	22,894,747.00	
TOTAL	129,333,615.00	0.00	0.00	129,333,615.00	
OPERATING EXPENDITURES					
1000 Certificated Salaries	50,020,045.00	1,792,460.00	0.00	51,812,505.00	
2000 Classified Salaries	23,077,087.00	363,331.64	0.00	23,440,418.64	
3000 Benefits	33,239,089.00		0.00	33,239,089.00	
4000 Instructional Supplies	8,039,514.00	0.00	0.00	8,039,514.00	
5000 Contracted Services	12,496,614.00	0.00	0.00	12,496,614.00	
6000 Capital Outlay	965,125.00	0.00	0.00	965,125.00	
7000 Other	4,476,712.00	0.00	0.00	4,476,712.00	
TOTAL	132,314,186.00	2,155,792.00	0.00	134,469,978.00	
OPERATING SURPLUS (DEFICIT)					
	(2,980,571.00)	(2,155,792.00)	0.00	(5,136,363.00)	
Other Sources and Transfers In	0.00	0.00	0.00	0.00	
Other Uses and Transfers Out	701,648.00	0.00	0.00	701,648.00	
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(3,682,219.00)	(2,155,792.00)	0.00	(5,838,011.00)	
BEGINNING FUND BALANCE 9791-92	69,875,916.00			69,875,916.00	
Prior-Year Adjustments 9793-95			0.00	0.00	
NET BEGINNING BALANCE	69,875,916.00		0.00	69,875,916.00	
ENDING FUND BALANCE (EFB)	66,193,697.00	(2,155,792.00)	0.00	64,037,905.00	
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00	
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00	
Committed (9750/9760)	182,866.00	0.00	0.00	182,866.00	
Assigned (9780)	16,586,025.00	0.00	0.00	16,586,025.00	
Reserve Economic Uncertainties (9789)	3,990,475.02	64,673.76	0.00	4,055,148.78	
Unassigned/Unappropriated (9790)	19,592,697.98	(2,220,465.76)	0.00	17,372,232.22	
State Minimum Reserves %	17.73%	Meets		15.85%	
Are budgets in balance?	In Balance			In Agreement	
Did you adjust reserves? s/b \$0	\$0.00	OK		\$0.00	
FUND 17 RESERVES (9789) or N/A	\$ -			\$ -	

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 \$64,673.76

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 _____ 6/22/2021	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)
OPERATING REVENUES: LCFF ADA	9,280			9,280
LCFF Sources (8010-8099)	107,326,470.00	0.00	0.00	107,326,470.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	0.00	22,894,745.00
TOTAL	130,221,215.00	0.00	0.00	130,221,215.00
OPERATING EXPENDITURES				
1000 Certificated Salaries	51,020,445.00	0.00	0.00	51,020,445.00
2000 Classified Salaries	23,538,630.00	0.00	0.00	23,538,630.00
3000 Benefits	34,236,262.00	0.00	0.00	34,236,262.00
4000 Instructional Supplies	7,312,140.00	0.00	0.00	7,312,140.00
5000 Contracted Services	12,717,187.00	0.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	0.00	680,000.00
7000 Other	4,914,684.00	0.00	0.00	4,914,684.00
TOTAL	134,419,348.00	0.00	0.00	134,419,348.00
OPERATING SURPLUS/(DEFICIT)	(4,198,133.00)	0.00	0.00	(4,198,133.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	110,000.00	0.00	0.00	110,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,308,133.00)	0.00	0.00	(4,308,133.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	64,037,905.00			64,037,905.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	64,037,905.00			64,037,905.00
ENDING FUND BALANCE (EFB)	59,729,772.00	0.00	0.00	59,729,772.00
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)	0.00	0.00	0.00	0.00
Assigned (9780)	16,148,053.00	0.00	0.00	16,148,053.00
Reserve Economic Uncertainties	4,035,880.44	0.00	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	13,704,205.56	0.00	0.00	13,704,205.56
State Minimum Reserves %	13.19%	Meets		13.19%
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 76.06%, 2.48% COLA

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Second Subsequent Year 2023-2024

OPERATING REVENUES: LCFF ADA

LCFF Sources	(8010-8099)
Remaining Revenues	(8100-8799)
TOTAL	

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement - As of _____ 6/22/2021	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)
9,280			9,280
110,663,631.00	0.00	0.00	110,663,631.00
22,894,745.00	0.00	0.00	22,894,745.00
133,558,376.00	0.00	0.00	133,558,376.00

OPERATING EXPENDITURES

1000 Certificated Salaries
2000 Classified Salaries
3000 Benefits
4000 Instructional Supplies
5000 Contracted Services
6000 Capital Outlay
7000 Other
TOTAL

52,040,854.00	0.00	0.00	52,040,854.00
24,012,573.00	0.00	0.00	24,012,573.00
35,263,349.00	0.00	0.00	35,263,349.00
7,766,008.00	0.00	0.00	7,766,008.00
12,717,187.00	0.00	0.00	12,717,187.00
680,000.00	0.00	0.00	680,000.00
6,742,656.00	0.00	0.00	6,742,656.00
139,222,627.00	0.00	0.00	139,222,627.00

OPERATING SURPLUS/(DEFICIT)

(5,664,251.00)	0.00	0.00	(5,664,251.00)
-----------------------	-------------	-------------	-----------------------

Other Sources and Transfers In
Other Uses and Transfers Out
CURRENT YEAR INCREASE/
(DECREASE) TO FUND BALANCE

0.00	0.00	0.00	0.00
115,000.00	0.00	0.00	115,000.00
(5,779,251.00)	0.00	0.00	(5,779,251.00)

BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)
Prior-Year Adjustments (9792-9795)
NET BEGINNING BALANCE

59,729,772.00			59,729,772.00
			0.00
59,729,772.00			59,729,772.00

ENDING FUND BALANCE (EFB)

53,950,521.00	0.00	0.00	53,950,521.00
----------------------	-------------	-------------	----------------------

COMPONENTS OF EFB (above):

(use whole rounded numbers only)

Nonspendable (9711-9719)
Restricted (9740)
Committed (9750/9760)
Assigned (9780)
Reserve Economic Uncertainties
Unassigned/Unappropriated (9790)
State Minimum Reserves %
Are budgets in balance?
Did you adjust reserves? s/b \$0
FUND 17 RESERVES (9789) or N/A

498,377.00			498,377.00
25,343,256.00			25,343,256.00
0.00			0.00
13,882,109.00	0.00		13,882,109.00
4,180,128.81	0.00	0.00	4,180,128.81
10,046,650.19	0.00	0.00	10,046,650.19
10.21%	Meets		10.21%
In Balance			In Balance
\$0.00	OK		\$0.00
\$ -			\$ -

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

LCFF 100%, Unduplicated 76.09% 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 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%) off-schedule payment retroactive to July 1, 2020. The 4.0% total compensation shall be distributed in an equal amount of \$4,028 to each MUTA-unit member. MUTA -unit members not in good standing, and/or having left the District before January 1, 2021, shall not receive the retro payment. Those having retired on or after January 1, 2021, and in good standing, shall receive the retroactive 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 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) Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	0.00%
(F)	Total LCFF % increase or (decrease) plus ADA % change	4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5	4.02%

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

10-19-21

Date

Chief Business Official - signature

10-19-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, October 26, 2021 took action to approve the proposed Agreement with the Marysville Unified Teachers Association (MUTA) Bargaining Unit.

President, Governing Board - signature

Date

**ADDENDUM
To the
TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
SUPERVISORY UNIT**

On October 13, 2021, the Marysville Joint Unified School District (District) and the Supervisory Unit (Supervisors) agreed to an addendum to the tentative agreement (TA) signed on July 8, 2021. The addendum incorporates the following:

Total Compensation for the 2020/2021 School Year:

On July 8, 2021, the parties agreed to a total compensation package that reflects a three point zero percent (3.0%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0% payment.

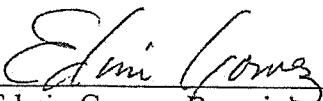
Retro Payment

All Supervisors 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. Retirees, who left the District, in good standing, after July 1, 2020, shall receive the retroactive payment.

Completion of Negotiations for 2020/21 and 2021-22

This Agreement shall fully resolve all negotiations through the 2020/2021 and 2021/2022 school years.

For Supervisory Unit:

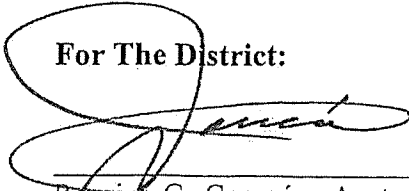


Edwin Gomez, Bargaining Rep.

10-14-21

Date

For The District:



Ramiro G. Carreón, Asst. Supt/Personnel

10/14/2021

Date

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
WITH THE SUPERVISORS BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	(enter Date)	10/26/2021
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days)		12/10/2021
Estimated Agreement Payment Date	(enter Date)	11/30/2021

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: <u></u>	<u></u>
Classified: <u>SUPERVISORS</u>	29

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2020
and ending on:	(enter End Date)	6/30/2021

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

Fiscal Years:	<u></u>	<u></u>	<u></u>
Reopeners: Yes or NO ?	Yes		

if Yes, what Areas?

Total compensation (e.g. wages and benefits). The parties agree on a "Me, too" clause, regarding salary increases.

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):	\$ 1,891,004.98
---	-----------------

Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):	\$ 1,906,347.89
--	-----------------

Total Cost Increase or (Decrease):	\$15,342.91
Percentage Increase or (Decrease):	0.81%

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	<u>0.00%</u>	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<u>1.00%</u>	per employee
<u>Step & column</u>		
average % annual change over the prior year schedule	<u>0.00%</u>	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	1.00%	per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	0.00
Indicate Total # of Work Days to be provided for fiscal year:	0.00
Indicate Total # of Instructional Days to be provided for fiscal year:	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:	\$ 589,021.60
Proposed Costs:	\$ 594,113.91
Total Cost Increase or (decrease):	\$5,092.31
Percentage Change:	0.86%

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

Total Health and Welfare Costs:

Current Costs:	\$ 378,112.95
Proposed Costs:	\$ 378,112.95
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.)

Supervisor Health & Welfare cap is \$1143.51 per month and includes: Health, Vision, Dental and Life Insurance.

Current Cap:	\$ 1,143.51	
Proposed Cap:	\$ 1,143.51	
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	\$ 1,891,004.98	
Benefits	\$ 967,134.55	
Total:		\$ 2,858,139.53

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

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

Salaries	\$ 1,906,347.89	
Benefits	\$ 972,226.86	
Total:		\$ 2,878,574.75

TOTAL COST INCREASE OR (DECREASE)	\$20,435.22
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE CHANGE	0.71%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 24,800.27

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).

On July 8, 2021, the parties agreed to a total compensation package that reflects a three point zero percent (3.0%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having left the District before January 1, 2021, shall not receive the retro 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). The parties agree on a "Me, too" clause, regarding salary increases.

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 %)*

\$	133,036,269.00
	3%
\$	3,991,088.07

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)

12/10/2021

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
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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
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.	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)	
	Latest Board- Approved Budget Before Settlement - As of _____ 6/22/2021	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)	
OPERATING REVENUES: LCFF ADA	ADA=9,280			9,280	
LCFF Sources (8010-8099)	106,438,868.00	0.00	0.00	106,438,868.00	
Remaining Revenues (8100-8799)	22,894,747.00	0.00	0.00	22,894,747.00	
TOTAL	129,333,615.00	0.00	0.00	129,333,615.00	
OPERATING EXPENDITURES					
1000 Certificated Salaries	50,020,045.00	0.00	0.00	50,020,045.00	
2000 Classified Salaries	23,077,087.00	15,342.91	0.00	23,092,429.91	
3000 Benefits	33,239,089.00	5,092.31	0.00	33,244,181.31	
4000 Instructional Supplies	8,039,514.00	0.00	0.00	8,039,514.00	
5000 Contracted Services	12,496,614.00	0.00	0.00	12,496,614.00	
6000 Capital Outlay	965,125.00	0.00	0.00	965,125.00	
7000 Other	4,476,712.00	0.00	0.00	4,476,712.00	
TOTAL	132,314,186.00	20,435.00	0.00	132,334,621.00	
OPERATING SURPLUS (DEFICIT)					
	(2,980,571.00)	(20,435.00)	0.00	(3,001,006.00)	
Other Sources and Transfers In	0.00	0.00	0.00	0.00	
Other Uses and Transfers Out	701,648.00	0.00	0.00	701,648.00	
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(3,682,219.00)	(20,435.00)	0.00	(3,702,654.00)	
BEGINNING FUND BALANCE 9791-92	69,875,916.00			69,875,916.00	
Prior-Year Adjustments 9793-95			0.00	0.00	
NET BEGINNING BALANCE	69,875,916.00		0.00	69,875,916.00	
ENDING FUND BALANCE (EFB)	66,193,697.00	(20,435.00)	0.00	66,173,262.00	
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00	
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00	
Committed (9750/9760)	182,866.00	0.00	0.00	182,866.00	
Assigned (9780)	16,586,025.00	0.00	0.00	16,586,025.00	
Reserve Economic Uncertainties (9789)	3,990,475.02	613.05	0.00	3,991,088.07	
Unassigned/Unappropriated (9790)	19,592,697.98	(21,048.05)	0.00	19,571,649.93	
State Minimum Reserves %	17.73%	Meets		17.71%	
Are budgets in balance?	In Balance	OK		In Agreement	
Did you adjust reserves? s/b \$0	\$0.00			\$0.00	
FUND 17 RESERVES (9789) or N/A	\$ -			\$ -	

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 \$613.05 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 _____ 6/22/2021	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)
OPERATING REVENUES: LCFF ADA	9,280			9,280
LCFF Sources (8010-8099)	107,326,470.00	0.00	0.00	107,326,470.00
Remaining Revenues (8100-8799)	22,894,745.00	0.00	0.00	22,894,745.00
TOTAL	130,221,215.00	0.00	0.00	130,221,215.00
OPERATING EXPENDITURES				
1000 Certificated Salaries	51,020,445.00	0.00	0.00	51,020,445.00
2000 Classified Salaries	23,538,630.00	0.00	0.00	23,538,630.00
3000 Benefits	34,236,262.00	0.00	0.00	34,236,262.00
4000 Instructional Supplies	7,312,140.00	0.00	0.00	7,312,140.00
5000 Contracted Services	12,717,187.00	0.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	0.00	680,000.00
7000 Other	4,914,684.00	0.00	0.00	4,914,684.00
TOTAL	134,419,348.00	0.00	0.00	134,419,348.00
OPERATING SURPLUS/(DEFICIT)	(4,198,133.00)	0.00	0.00	(4,198,133.00)
Other Sources and Transfers In		0.00	0.00	0.00
Other Uses and Transfers Out	110,000.00	0.00	0.00	110,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(4,308,133.00)	0.00	0.00	(4,308,133.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	66,173,262.00			66,173,262.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	66,173,262.00			66,173,262.00
ENDING FUND BALANCE (EFB)	61,865,129.00	0.00	0.00	61,865,129.00
COMPONENTS OF EFB (above):				
Nonspendable (9711-9719)	498,377.00	0.00	0.00	498,377.00
Restricted (9740)	25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)	0.00	0.00	0.00	0.00
Assigned (9780)	16,148,053.00	0.00	0.00	16,148,053.00
Reserve Economic Uncertainties	4,035,880.44	0.00	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	15,839,562.56	0.00	0.00	15,839,562.56
State Minimum Reserves %	14.77%	Meets		14.77%
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 76.06%, 2.48% COLA

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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 <u>6/22/2021</u>	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)
9,280			9,280
LCFF Sources (8010-8099) 110,663,631.00	0.00	0.00	110,663,631.00
Remaining Revenues (8100-8799) 22,894,745.00	0.00	0.00	22,894,745.00
TOTAL 133,558,376.00	0.00	0.00	133,558,376.00

OPERATING REVENUES: LCFF ADA

LCFF Sources (8010-8099)
Remaining Revenues (8100-8799)
TOTAL

OPERATING EXPENDITURES

1000 Certificated Salaries
2000 Classified Salaries
3000 Benefits
4000 Instructional Supplies
5000 Contracted Services
6000 Capital Outlay
7000 Other
TOTAL

52,040,854.00	0.00	0.00	52,040,854.00
24,012,573.00	0.00	0.00	24,012,573.00
35,263,349.00	0.00	0.00	35,263,349.00
7,766,008.00	0.00	0.00	7,766,008.00
12,717,187.00	0.00	0.00	12,717,187.00
680,000.00	0.00	0.00	680,000.00
6,742,656.00	0.00	0.00	6,742,656.00
139,222,627.00	0.00	0.00	139,222,627.00

OPERATING SURPLUS/(DEFICIT)

(5,664,251.00)	0.00	0.00	(5,664,251.00)
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Other Sources and Transfers In
Other Uses and Transfers Out

0.00	0.00	0.00	0.00
115,000.00	0.00	0.00	115,000.00

CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE

(5,779,251.00)	0.00	0.00	(5,779,251.00)
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BEGINNING FUND BALANCE (9791)

(Pulls from prior year EFB)
Prior-Year Adjustments (9792-9795)
NET BEGINNING BALANCE

61,865,129.00			61,865,129.00
			0.00
61,865,129.00			61,865,129.00

ENDING FUND BALANCE (EFB)

56,085,878.00	0.00	0.00	56,085,878.00
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COMPONENTS OF EFB (above):

(use whole rounded numbers only)

Nonspendable (9711-9719)
Restricted (9740)
Committed (9750/9760)
Assigned (9780)
Reserve Economic Uncertainties
Unassigned/Unappropriated (9790)
State Minimum Reserves %
Are budgets in balance?
Did you adjust reserves? s/b \$0
FUND 17 RESERVES (9789) or N/A

498,377.00			498,377.00
25,343,256.00			25,343,256.00
0.00			0.00
13,882,109.00	0.00		13,882,109.00
4,180,128.81	0.00	0.00	4,180,128.81
12,182,007.19	0.00	0.00	12,182,007.19
11.74%	Meets		11.74%
In Balance			In Balance
\$0.00	OK		\$0.00
\$ -			\$ -

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

LCFF 100%, Unduplicated 76.09% 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 additional one percent (1.0%) 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)*:

On July 8, 2021, the parties agreed to a total compensation package that reflects a three point zero percent (3.0%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having

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 additional one percent (1.0%) 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)		0.00%
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	9,279.88	9,279.88
(F)	Total LCFF % increase or (decrease) plus ADA % change		4.04%
(G)	Indicate Total Settlement Percentage Change from Section 5		0.71%

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.

[Signature]
District Superintendent - signature

10-19-21

Date

[Signature]
Chief Business Official - signature

10-19-21

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, October 26, 2021 took action to approve the proposed Agreement with the SUPERVISORS Bargaining Unit.

President, Governing Board - signature

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

SUPERVISORS

BARGAINING UNIT

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

10/26/21

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending
for the following fiscal years

07/01/20

06/30/21

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

\$2,858,139.53

2. Current Year Costs After Agreement

\$2,878,574.75

3. Total Cost Change

\$20,435.22

4. Percentage Change

0.71%

5. Value of a 1% Change

24,800

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)

1.0%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

1%

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	967,134.55
2.	Cost of Benefits After Agreement	972,226.86
3.	Percentage Change in Total Costs	0.53%

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:	\$ 133,036,269.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 3,991,088.07

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)	\$3,991,088.07
5.	Unassigned/Unappropriated (Object 9790)	\$19,571,649.93
6.	Total Reserves: (Object 9789 + 9790)	\$23,562,738.00

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:	\$23,562,738.00
9.	Percentage of General Fund Expenditures/Uses	17.71%
	Difference between District Reserves and Minimum State Requirement	\$19,571,649.93

**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 additional one percent (1.0%) off-schedule payment.

H. NARRATIVE OF AGREEMENT

On July 8, 2021, the parties agreed to a total compensation package that reflects a three point zero percent (3.0%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional one point zero percent (1.0%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 1.0%. All Supervisors employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Supervisors not in good standing and/or having left the District before January 1, 2021, shall not receive the retro 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 additional one percent (1.0%) off-schedule payment.

**ADDENDUM
To the
TENTATIVE AGREEMENT
Between
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
And the
OPERATING ENGINEERS LOCAL UNION #3**

On October 13, 2021, the Marysville Joint Unified School District ("District") and the Operating Engineers Local Union #3 ("OE3") agreed on an addendum to the tentative agreement (TA) signed on July 26, 2021. The addendum incorporates the following:

Total Compensation for the 2020/2021 School Year:

On July 26, 2021, the parties agreed to a total compensation package that reflects a three point five percent (3.5%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional zero point five percent (0.5%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 0.5% payment.

Retro Payment


All OE3-represented employees 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. Retirees, who left the District, in good standing, after July 1, 2020, shall receive the retroactive payment.

Completion of Negotiations for 2020/21 and 2021-22

This Agreement shall fully resolve all negotiations through the 2020/2021 and 2021/2022 school years.

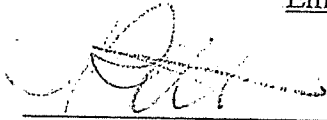
Addendum to TA:
Operating Engineers #3
Page 2: Signatures

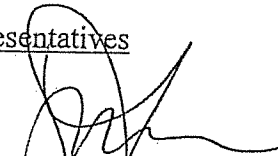
For OE3:



Felix Mario Huerta, Jr., OE3 Business Rep


Oct. 13, 2021
Date

Employee Representatives



Ruda Nelson

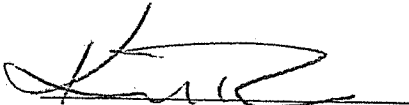

Fran Tune


Cathey Gingrich

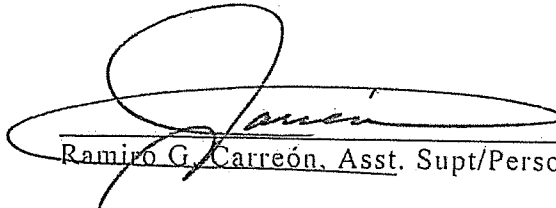

Scott Clancy


Maria Flores


Kathy Maldonado


Ken Tarr

For The District:


Ramiro G. Carreón, Asst. Supt/Personnel

10/13/2021
Date

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE Marysville Joint Unified SCHOOL DISTRICT
WITH THE OE3 BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	(enter Date)	10/26/2021
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days)		12/10/2021
Estimated Agreement Payment Date	(enter Date)	11/30/2021

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)

Certificated:		# FTE Represented	
Classified:	OE3		327.31

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	7/1/2020
and ending on:	(enter End Date)	6/30/2021

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). The parties agree on a "Me, too" clause, regarding salary increases.

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):	\$ 14,969,064.90
Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):	\$ 15,037,989.06
Total Cost Increase or (Decrease):	\$68,924.16
Percentage Increase or (Decrease):	0.46%

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

Salary Increase or (Decrease)

% increase or (decrease) to existing schedule 0.00% per employee

% increase or (decrease) for one-time bonus/stipend or (salary reduction) 0.5% per employee

Step & column

average % annual change over the prior year schedule 0.00% per employee

TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE 0.50% per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	0.00
Indicate Total # of Work Days to be provided for fiscal year:	0.00
Indicate Total # of Instructional Days to be provided for fiscal year:	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:	\$ 4,526,920.04
Proposed Costs:	\$ 4,549,292.82
Total Cost Increase or (decrease):	\$22,372.78
Percentage Change:	0.49%

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

Total Health and Welfare Costs:

Current Costs:	\$ 2,872,140.43
Proposed Costs:	\$ 2,872,140.43
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.)

OE3 Health & Welfare cap is \$901.80 per month and includes: Health, Vision, Dental and Life Insurance.

Current Cap:	\$ 901.80	
Proposed Cap:	\$ 901.80	
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	\$ 14,969,064.90	
Benefits	\$ 7,399,060.47	
Total:		\$ 22,368,125.37

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

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

Salaries	\$ 15,037,989.06	
Benefits	\$ 7,421,433.25	
Total:		\$ 22,459,422.31

TOTAL COST INCREASE OR (DECREASE)	\$91,296.94
(This amount should tie to the multiyear projection sections for 1XXX-3XXX)	
PERCENTAGE CHANGE	0.41%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 194,959.85

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).

On July 26, 2021, the parties agreed to a total compensation package that reflects a three point five percent (3.5%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional zero point five percent (0.5%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 0.5% payment. All OE3-represented employees 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. Retirees, who left the District, in good standing, after July 1, 2020, shall receive the retroactive 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). The parties agree on a "Me, too" clause, regarding salary increases.

Section 7: State Minimum Reserve Standard Calculation:

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

\$ 133,107,131.00

Minimum State Reserve Percentage (input %)

3%

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

\$ 3,993,213.93

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)

12/10/2021

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 6/22/2021	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)
OPERATING REVENUES: LCFF ADA		ADA=9,280			9,280
LCFF Sources	(8010-8099)	106,438,868.00	0.00	0.00	106,438,868.00
Remaining Revenues	(8100-8799)	22,894,747.00	0.00	0.00	22,894,747.00
TOTAL		129,333,615.00	0.00	0.00	129,333,615.00
OPERATING EXPENDITURES					
1000 Certificated Salaries		50,020,045.00	0.00	0.00	50,020,045.00
2000 Classified Salaries		23,077,087.00	68,924.16	0.00	23,146,011.16
3000 Benefits		33,239,089.00	22,372.78	0.00	33,261,461.78
4000 Instructional Supplies		8,039,514.00	0.00	0.00	8,039,514.00
5000 Contracted Services		12,496,614.00	0.00	0.00	12,496,614.00
6000 Capital Outlay		965,125.00	0.00	0.00	965,125.00
7000 Other		4,476,712.00	0.00	0.00	4,476,712.00
TOTAL		132,314,186.00	91,297.00	0.00	132,405,483.00
OPERATING SURPLUS (DEFICIT)		(2,980,571.00)	(91,297.00)	0.00	(3,071,868.00)
Other Sources and Transfers In		0.00	0.00	0.00	0.00
Other Uses and Transfers Out		701,648.00	0.00	0.00	701,648.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE		(3,682,219.00)	(91,297.00)	0.00	(3,773,516.00)
BEGINNING FUND BALANCE 9791-92		69,875,916.00			69,875,916.00
Prior-Year Adjustments 9793-95				0.00	0.00
NET BEGINNING BALANCE		69,875,916.00		0.00	69,875,916.00
ENDING FUND BALANCE (EFB)		66,193,697.00	(91,297.00)	0.00	66,102,400.00
COMPONENTS OF ABOVE EFB:					
Nonspendable (9711-9719)		498,377.00	0.00	0.00	498,377.00
Restricted (9740)		25,343,256.00	0.00	0.00	25,343,256.00
Committed (9750/9760)		182,866.00	0.00	0.00	182,866.00
Assigned (9780)		16,586,025.00	0.00	0.00	16,586,025.00
Reserve Economic Uncertainties (9789)		3,990,475.02	2,738.91	0.00	3,993,213.93
Unassigned/Unappropriated (9790)		19,592,697.98	(94,035.91)	0.00	19,498,662.07
State Minimum Reserves %		17.73%	Meets		17.65%
Are budgets in balance?		In Balance	OK		In Agreement
Did you adjust reserves? s/b \$0		\$0.00			\$0.00
FUND 17 RESERVES (9789) or N/A		\$ -			\$ -

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 \$2,738.91 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 _____ 6/22/2021	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)
9,280			9,280
(8010-8099) 107,326,470.00	0.00	0.00	107,326,470.00
(8100-8799) 22,894,745.00	0.00	0.00	22,894,745.00
TOTAL 130,221,215.00	0.00	0.00	130,221,215.00

OPERATING REVENUES: LCFF ADA

LCFF Sources

Remaining Revenues

OPERATING EXPENDITURES

1000 Certificated Salaries

2000 Classified Salaries

3000 Benefits

4000 Instructional Supplies

5000 Contracted Services

6000 Capital Outlay

7000 Other

TOTAL

51,020,445.00	0.00	0.00	51,020,445.00
23,538,630.00	0.00	0.00	23,538,630.00
34,236,262.00	0.00	0.00	34,236,262.00
7,312,140.00	0.00	0.00	7,312,140.00
12,717,187.00	0.00	0.00	12,717,187.00
680,000.00	0.00	0.00	680,000.00
4,914,684.00	0.00	0.00	4,914,684.00
TOTAL 134,419,348.00	0.00	0.00	134,419,348.00

OPERATING SURPLUS/(DEFICIT)

Other Sources and Transfers In

Other Uses and Transfers Out

CURRENT YEAR INCREASE/

(DECREASE) TO FUND BALANCE

(4,198,133.00)	0.00	0.00	(4,198,133.00)
	0.00	0.00	0.00
110,000.00	0.00	0.00	110,000.00
(4,308,133.00)	0.00	0.00	(4,308,133.00)

BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

66,102,400.00			66,102,400.00
			0.00
66,102,400.00			66,102,400.00

ENDING FUND BALANCE (EFB)

61,794,267.00	0.00	0.00	61,794,267.00
----------------------	-------------	-------------	----------------------

COMPONENTS OF EFB (above):

Nonspendable (9711-9719)

Restricted (9740)

Committed (9750/9760)

Assigned (9780)

Reserve Economic Uncertainties (9789)

Unassigned/Unappropriated (9790)

State Minimum Reserves %

Are budgets in balance?

Did you adjust reserves? s/b \$0

FUND 17 RESERVES (9789) or N/A

498,377.00	0.00	0.00	498,377.00
25,343,256.00	0.00	0.00	25,343,256.00
0.00	0.00	0.00	0.00
16,148,053.00	0.00	0.00	16,148,053.00
4,035,880.44	0.00	0.00	4,035,880.44
15,768,700.56	0.00	0.00	15,768,700.56
14.72%	Meets		14.72%
<i>In Balance</i>			<i>In Balance</i>
\$ -	OK		\$ -
\$ -			\$ -

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

LCFF 100%, Unduplicated 76.06%, 2.48% COLA

178

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 _____ 6/22/2021	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)
9,280			9,280
(8010-8099) 110,663,631.00	0.00	0.00	110,663,631.00
(8100-8799) 22,894,745.00	0.00	0.00	22,894,745.00
TOTAL 133,558,376.00	0.00	0.00	133,558,376.00

OPERATING REVENUES: LCFF ADA

LCFF Sources

Remaining Revenues

(8010-8099)

(8100-8799)

TOTAL

OPERATING EXPENDITURES

1000 Certificated Salaries

2000 Classified Salaries

3000 Benefits

4000 Instructional Supplies

5000 Contracted Services

6000 Capital Outlay

7000 Other

TOTAL

OPERATING SURPLUS/(DEFICIT)

Other Sources and Transfers In

Other Uses and Transfers Out

CURRENT YEAR INCREASE/

(DECREASE) TO FUND BALANCE

BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)

Prior-Year Adjustments (9792-9795)

NET BEGINNING BALANCE

ENDING FUND BALANCE (EFB)

COMPONENTS OF EFB (above):

Nonspendable (9711-9719)

Restricted (9740)

Committed (9750/9760)

Assigned (9780)

Reserve Economic Uncertainties (9789)

Unassigned/Unappropriated (9790)

State Minimum Reserves %

Are budgets in balance?

Did you adjust reserves? s/b \$0

FUND 17 RESERVES (9789) or N/A

(use whole rounded numbers only)

498,377.00			498,377.00
25,343,256.00			25,343,256.00
0.00			0.00
13,882,109.00	0.00		13,882,109.00
4,180,128.81	0.00	0.00	4,180,128.81
12,111,145.19	0.00	0.00	12,111,145.19
11.69%	Meets		11.69%
In Balance			In Balance
\$0.00	OK		\$0.00
\$ -			\$ -

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

LCFF 100%, Unduplicated 76.09% 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 additional one percent (1.0%) 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)*:

On July 26, 2021, the parties agreed to a total compensation package that reflects a three point five percent (3.5%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional zero point five percent (0.5%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 0.5% payment. All OE3-represented employees 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. Retirees, who left the District, in good standing, after July 1, 2020, shall receive the retroactive 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 additional one percent (1.0%) 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)	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	0.41%

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

CERTIFICATION

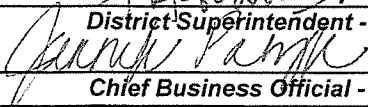
To be signed by the **District Superintendent AND Chief Business Official** upon submission to the **Governing Board** and by the **Board President** upon formal Board action on the proposed agreement.

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

10-19-21
Date

10-19-21
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on
Tuesday, October 26, 2021
OE3
took action to approve the proposed Agreement with the
Bargaining Unit.

President, Governing Board - signature

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

OE3

BARGAINING UNIT

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

10/26/21

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

\$22,368,125.37

2. Current Year Costs After Agreement

\$22,459,422.31

3. Total Cost Change

\$91,296.94

4. Percentage Change

0.41%

5. Value of a 1% Change

194,960

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)

0.5%

2. Step & Column

(Average % Change Over Prior Year Salary Schedule)

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

0.5%

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
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(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

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

1.	Cost of Benefits Before Agreement	7,399,060.47
2.	Cost of Benefits After Agreement	7,421,433.25
3.	Percentage Change in Total Costs	0.30%

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:	\$ 133,107,131.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 3,993,213.93

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)	\$3,993,213.93
5.	Unassigned/Unappropriated (Object 9790)	\$19,498,662.07
6.	Total Reserves: (Object 9789 + 9790)	\$23,491,876.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
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TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$23,491,876.00
9.	Percentage of General Fund Expenditures/Uses	17.65%
	Difference between District Reserves and Minimum State Requirement	\$19,498,662.07

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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 additional one percent (1.0%) off-schedule payment.

H. NARRATIVE OF AGREEMENT

On July 26, 2021, the parties agreed to a total compensation package that reflects a three point five percent (3.5%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me, too" clause. As a result of this clause, the addendum includes an additional zero point five percent (0.5%) off-schedule payment, retroactive to July 1, 2020. The following still applies to the additional 0.5% payment. All OE3-represented employees 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. Retirees, who left the District, in good standing, after July 1, 2020, shall receive the retroactive 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 additional one percent (1.0%) off-schedule payment.

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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

Date

Chief/Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, October 26, 2021 took action to approve the proposed Agreement with the OE3 Bargaining Unit.

*President, Governing Board
(signature)*

Date