

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

RESOLUTION NO. 2021-22/10

**Resolution Calling for State Officials to Recommend and Not Require the COVID-19
Vaccine for Students and Staff**

WHEREAS, California Governor Gavin Newsom announced on October 1, 2021, that California would be the first state in the nation to require all students to be vaccinated; and

WHEREAS, Governor Newsom's announcement stated students will be required to be vaccinated, or complete an approved exemption form for in-person learning, starting the term following Federal Drug Administration (FDA) full approval of the vaccine for their grade span (7-12 and K-6); and

WHEREAS, Governor Newsom also directed the California Department of Public Health (CDPH) to add the COVID-19 vaccine to the list of vaccinations required for in-person school attendance – such as measles, mumps, and rubella – under Health and Safety Code sections 120325–120380; and

WHEREAS, unless the COVID-19 vaccine is added to the list of vaccinations required for in-person school attendance as directed by Governor Newsom, Health and Safety Code section 120338 permits a personal belief exemption from the vaccination requirement; and

WHEREAS, if the California Legislature expressly lists the COVID-19 vaccine in Health and Safety Code sections 120325–120380, the personal belief exemption option would be removed; and

WHEREAS, COVID-19 vaccine requirements will apply to all “pupil(s) of any private or public elementary or secondary school(s)” (Health & Safety Code section 120335(b)) and will be a condition of in-person attendance, and any student who is not vaccinated, and does not complete an approved exemption form, may remain enrolled in independent study but may not attend in-person instruction; and

WHEREAS, Governor Newsom commented that adults in the school setting should be held to the same standards as students for the COVID-19 vaccine; and

WHEREAS, Marysville Joint Unified School District, and all other California school districts already struggle to find qualified employees for both certificated and classified positions, and the COVID-19 vaccine requirement is likely to create more difficulties in this area resulting in more vacant positions; and

WHEREAS, Marysville Joint Unified School District has operated in-person learning safely since reopening in the Fall of 2020 without available vaccines or COVID-19 vaccination mandates for most of that time; and

WHEREAS, Marysville Joint Unified School District parents have expressed concern regarding the lack of research on the potential long-term effects of the COVID-19 vaccine on children; and

WHEREAS, Marysville Joint Unified School District supports local control and decision making; and

WHEREAS, Marysville Joint Unified School District supports individual and parental rights to choose whether to vaccinate themselves or their children; and

WHEREAS, Marysville Joint Unified School District understands that it has an obligation to comply with State and local laws, and directives from the CDPH, regarding the COVID-19 vaccine requirements for students and staff; and

WHEREAS, Marysville Joint Unified School District understands that should the COVID-19 vaccine become a requirement for students or staff in public schools in California, then it must comply with such a requirement.

NOW THEREFORE, BE IT RESOLVED:

1. The Board of Trustees of the Marysville Joint Unified School District respectfully asks that the State of California Legislature not require the COVID-19 vaccine for students and staff of TK-12 Local Education Agencies.
2. The Board of Trustees of the Marysville Joint Unified School District will petition the State of California for the COVID-19 vaccine to be a recommendation and not a requirement for students and staff of TK-12 Local Education Agencies.
3. This Resolution will be shared in the California Department of Public Health input sessions which are required for the COVID-19 vaccine to be added to the list of required vaccines.

PASSED AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District on this 14th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Signed and approved by me after its passage.

Dr. Fal Asrani
Secretary to the Board of Trustees

Randy Rasmussen
President, Board of Trustees

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 15th of December, 2021 between Marysville Joint Unified School District, a CA public school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in January 2022. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the “**Warm Handoff®**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment**”).

Providers’). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User’s insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace’s verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District’s mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.
7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.
8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 53, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of December 15, 2021 (hereinafter the "Effective Date").
10. The initial term of this Agreement (hereinafter the "Introductory Term") will begin on January 3, 2022 and continue through June 30, 2022. This Agreement will automatically renew for a full one-year term (hereinafter, "First Annual Term") on July 1, 2022, following the Introductory Term. This Agreement may then be renewed for up to three additional one-year terms following the First Annual Term (hereinafter the "Renewal Terms"), after which time a new Agreement must be executed. In California, the maximum term of this Agreement is five years per Cal. Educ. Code § 17596.
11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:
 - 11.1. For the Introductory Term, January 1, 2022 to June 30, 2022, School District will pay \$17,500 to Care Solace upon execution of this Agreement.
 - 11.2. For the First Annual Term July 1, 2022 thru June 30, 2023 on or around the renewal date, School District will pay \$35,000 to Care Solace (based on a student enrollment of 10,000 to be confirmed by School District, at a rate of \$3.50 per enrolled student.
 - 11.3. In the event that School District wishes to renew this Agreement for any Renewal Term beyond July 1, 2023, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal on a price-per-student basis and then-current enrollment figures.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the First Annual Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 53, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 53, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 53, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 16 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, Cal. Bus. & Prof. Code § 22584 (hereinafter "SOPIPA"), the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "COPPA"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

20. The Parties expect that, in many instances, only education records constituting "directory information," as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Hand-Off or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R. §99.7(a)(3)(iii)

23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-49, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure

to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third

party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 53, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 53, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care

Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an “Additional Insured” under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District’s coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District’s sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 53, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace’s or its insurer’s sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace’s or its insurer’s sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. If requested by School District, Care Solace may cause School District to be named as an additional insured under the liability policy obtained and maintained as set forth in Paragraph 37. Naming a School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$1,000,000 per occurrence contained in Paragraph 37.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 16, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 53, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the

initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "FAA"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed here by clicking on this link: <https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf>

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Delaware, subject to the limitations on damages set forth in Paragraphs 46-49, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 16 and 42, *supra* and shall also be excused from the mediation required under Paragraph 43, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. Venue for Arbitration. Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Yuba County, CA.

54. Notices. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901

Attention: Fal Asrani

Superintendent of Schools

Email: fasrani@mjusd.com

If to Care Solace: Addiction Treatment Technologies, LLC DBA: Care Solace

237 A St. PMB 94660

San Diego, California 92101-4003

Attention: Chad A. Castruita

Email: chad@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 38, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 57 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 16 and 42, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 533, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 53, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.
61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.
65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE ~ REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC

("Provider") DBA: Care Solace

Printed Full Name: Chad Castruita

Title: CEO

Signature: 

Marysville Joint Unified School District ("Client")

Printed Full Name: Jennifer Passaglio

Title: CBO

Signature: _____

Accounts Payable Information:

School District Dept: _____

Accounts Payable contact:

Name: _____

Email: _____

Phone: _____

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE SCHOOL DISTRICT
 WITH THE BARGAINING UNIT (BU)

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

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

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

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

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

	# FTE Represented
Certificated: <input type="text"/>	<input type="text"/>
Classified: <input type="text" value="UNREPRESENTED"/>	<input type="text" value="30.28"/>

Section 2: PERIOD OF AGREEMENT

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

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

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

if Yes, what Areas?

Total compensation (e.g. wages and benefits). 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):

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

Total Cost Increase or (Decrease):	<input type="text" value="\$3,872.93"/>
Percentage Increase or (Decrease):	<input type="text" value="0.35%"/>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

<u>Salary Increase or (Decrease)</u>		
% increase or (decrease) to existing schedule	<input type="text" value="0.00%"/>	per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<input type="text" value="0.5%"/>	per employee
<u>Step & column</u>		
average % annual change over the prior year schedule	<input type="text" value="0.00%"/>	per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	<input type="text" value="0.5%"/>	per employee

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

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

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

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

Statutory Benefits: (object 3XXX less 34XX)

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

Total Statutory Benefit Costs:

Current Costs:

Proposed Costs:

Total Cost Increase or (decrease):

Percentage Change:

\$	342,716.38
\$	343,973.53
	\$1,257.15
	0.37%

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

Total Health and Welfare Costs:

Current Costs:

Proposed Costs:

Total Cost Increase or (decrease):

Percentage Change:

\$	280,208.06
\$	280,208.06
	\$0.00
	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.)

Unrepresented Health & Welfare monthly cap includes: Health, Vision, and Dental. The monthly cap rates are as follows: Employee - \$627.47, Employee Plus One - \$1,073.46 and Employee Plus Family - \$1,374.36.

Current Cap:	\$	627.47	
Proposed Cap:	\$	627.47	
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

Benefits

Total:

\$	1,097,529.29
\$	622,924.44
\$	1,720,453.73

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

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

Salaries

Benefits

Total:

\$	1,101,402.22
\$	624,181.59
\$	1,725,583.81

TOTAL COST INCREASE OR (DECREASE)

(This amount should tie to the multiyear projection sections for 1XXX-3XXX)

PERCENTAGE CHANGE

1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):

\$5,130.08
0.30%
\$ 14,402.46

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).

A point five percent (.5%) one-time, off-schedule payment retroactive to July 1, 2020, for the 2020-21 school year.

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 %)*

\$	133,020,964.00
	3%
\$	3,990,628.92

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)

1/28/2022

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT Batch #'s:

Batch #'s:

mm/dd/yy

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

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Marysville Joint Unified

SCHOOL DISTRICT

Section 9: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS. (Reflect both Unrestricted and Restricted General Fund Budget Amounts)
In-Lieu of this form, an updated Form MYP can be supplied which includes the results of the settlement over the most recent Form MYP filed with this office.

		Current Fiscal Year			2021-2022
		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
<div>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.</div>		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)
		ADA=9,280			9,280
OPERATING REVENUES: LCFF ADA					
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	3,872.93	0.00	23,080,959.93
3000 Benefits		33,239,089.00	1,257.15	0.00	33,240,346.15
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	5,130.00	0.00	132,319,316.00
OPERATING SURPLUS (DEFICIT)					
		(2,980,571.00)	(5,130.00)	0.00	(2,985,701.00)
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)	(5,130.00)	0.00	(3,687,349.00)
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	(5,130.00)	0.00	66,188,567.00
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	153.90	0.00	3,990,628.92
Unassigned/Unappropriated (9790)		19,592,697.98	(5,283.90)	0.00	19,587,414.08
State Minimum Reserves %		17.73%	Meets		17.73%
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 \$153.90 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)	66,188,567.00			66,188,567.00
Prior-Year Adjustments (9792-9795)				0.00
NET BEGINNING BALANCE	66,188,567.00			66,188,567.00
ENDING FUND BALANCE (EFB)	61,880,434.00	0.00	0.00	61,880,434.00
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 (9789)	4,035,880.44	0.00	0.00	4,035,880.44
Unassigned/Unappropriated (9790)	15,854,867.56	0.00	0.00	15,854,867.56
State Minimum Reserves %	14.79%	Meets		14.79%
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			
(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
OPERATING REVENUES: LCFF ADA			
LCFF Sources	(8010-8099) 110,663,631.00	0.00	110,663,631.00
Remaining Revenues	(8100-8799) 22,894,745.00	0.00	22,894,745.00
TOTAL	133,558,376.00	0.00	133,558,376.00
OPERATING EXPENDITURES			
1000 Certificated Salaries	52,040,854.00	0.00	52,040,854.00
2000 Classified Salaries	24,012,573.00	0.00	24,012,573.00
3000 Benefits	35,263,349.00	0.00	35,263,349.00
4000 Instructional Supplies	7,766,008.00	0.00	7,766,008.00
5000 Contracted Services	12,717,187.00	0.00	12,717,187.00
6000 Capital Outlay	680,000.00	0.00	680,000.00
7000 Other	6,742,656.00	0.00	6,742,656.00
TOTAL	139,222,627.00	0.00	139,222,627.00
OPERATING SURPLUS/(DEFICIT)	(5,664,251.00)	0.00	(5,664,251.00)
Other Sources and Transfers In	0.00	0.00	0.00
Other Uses and Transfers Out	115,000.00	0.00	115,000.00
CURRENT YEAR INCREASE/ (DECREASE) TO FUND BALANCE	(5,779,251.00)	0.00	(5,779,251.00)
BEGINNING FUND BALANCE (9791) (Pulls from prior year EFB)	61,880,434.00		61,880,434.00
Prior-Year Adjustments (9792-9795)			0.00
NET BEGINNING BALANCE	61,880,434.00		61,880,434.00
ENDING FUND BALANCE (EFB)	56,101,183.00	0.00	56,101,183.00
COMPONENTS OF EFB (above):	(use whole rounded numbers only)		
Nonspendable (9711-9719)	498,377.00		498,377.00
Restricted (9740)	25,343,256.00		25,343,256.00
Committed (9750/9760)	0.00		0.00
Assigned (9780)	13,882,109.00	0.00	13,882,109.00
Reserve Economic Uncertainties (9789)	4,180,128.81	0.00	4,180,128.81
Unassigned/Unappropriated (9790)	12,197,312.19	0.00	12,197,312.19
State Minimum Reserves %	11.75%	Meets	11.75%
Are budgets in balance?	In Balance		In Balance
Did you adjust reserves? s/b \$0	\$0.00	OK	\$0.00
FUND 17 RESERVES (9789) or N/A	\$ -		\$ -

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

LCFF 100%, Unduplicated 76.09% 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 point five percent (.5%) 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)*:

A point five percent (.5%) one-time, off-schedule payment retroactive to July 1, 2020, for the 2020-21 school year.

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 point five percent (.5%) 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	0.30%

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

[Signature]

Date

12-1-21

Chief Business Official - signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, December 14, 2021 took action to approve the proposed Agreement with the UNREPRESENTED 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

UNREPRESENTED

BARGAINING UNIT

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

12/14/21

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

\$1,720,453.73

2. Current Year Costs After Agreement

\$1,725,583.81

3. Total Cost Change

\$5,130.08

4. Percentage Change

0.30%

5. Value of a 1% Change

14,402

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
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	622,924.44
2.	Cost of Benefits After Agreement	624,181.59
3.	Percentage Change in Total Costs	0.20%

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:	\$ 133,020,964.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$ 3,990,628.92

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)	\$3,990,628.92
5.	Unassigned/Unappropriated (Object 9790)	\$19,587,414.08
6.	Total Reserves: (Object 9789 + 9790)	\$23,578,043.00

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:	\$23,578,043.00
9.	Percentage of General Fund Expenditures/Uses	17.73%
	Difference between District Reserves and Minimum State Requirement	\$19,587,414.08

**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 point five percent (.5%) off-schedule payment.

H. NARRATIVE OF AGREEMENT

A point five percent (.5%) one-time, off-schedule payment retroactive to July 1, 2020, for the 2020-21 school year.

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 point five percent (.5%) 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



Date

12-1-21

Chief Business Official- signature

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Tuesday, December 14, 2021 took action to approve the proposed Agreement with the UNREPRESENTED Bargaining Unit.

*President, Governing Board
(signature)*

Date

Marysville Unified School District

Position Description

Position: Adult Education Principal

Classification: Certificated Management

Reports to: Superintendent

Summary

The Adult Education Principal, as an educational leader, is responsible to the Superintendent. The Principal is responsible for implementing the Adult Ed educational program; including the coordination and integration of school programs with the District goals and objectives. The Principal must be fair, reasonable and consistent. The Principal is responsible for the safety of the students, teachers, and the school's physical plant. The Principal is responsible for improving the teaching competence of the staff and the academic and developmental learning of the students. The Principal leads in overseeing, expediting, coordinating and improving the education of the students in the school. Areas of responsibility encompass counseling and guidance, behavior management, school activities, professional development, implementation and supervision of curriculum, testing, public relations, budgeting and accountability management, etc.

Distinguishing Career Features

The Principal position is a management level position with operational responsibilities for the Adult Education program. The Principal is responsible for planning, evaluating and initiating programs to meet current and future District needs in each identified area. The position requires the ability to modify or adapt systems or programs in order to meet ongoing instructional, technological, and procedural changes. The Principal has budgetary responsibility within the scope of the position which includes local, state and federal funding sources. Features include the ability to sequence and integrate multiple projects and programs, and develop both short and long term goals and metrics for analysis of results. The position requires frequent contact with leadership at school sites, District administration, and outside agencies, as well as collaboration with stakeholders in design and implementation of identified goals and objectives.

Essential Duties and Responsibilities

- Conduct program needs assessment and program evaluation to ensure that educational opportunities are provided that meet the diversity of needs, interests, and motivations of the adult community served by the District;
- Assess community and district needs as related to Adult Education and establishes new programs as appropriate
- Prepare and supervise the implementation of the courses of study;
- Prepare and supervise the operating budget for Adult Education in accordance with District, State and Federal directives and submit fiscal reports as required;
- Work collaboratively with college and community agencies that serve not only as information resources but as partners in a regional consortium designed to meet the educational needs of the adult community;
- Maintain a file of courses of study for all subjects taught;
- Select, assign and evaluate Adult Education teaching and non-teaching personnel;
- Arrange for and interact with appropriate facilities to accommodate classes for adults;
- Provide counseling and guidance services for individuals and groups of adults as needed;
- Prepare and disseminate information and announcements regarding educational offerings through appropriate media and agencies;
- Prepare or supervise the preparation of systems, teacher handbooks and/or other references to orient and assist Adult Education employees to be as effective as possible;
- Maintain and serve as custodian of Adult Education student records;

- Prepare reports and applications as required by the State Department of Education;
- Certify eligible adults for a high school diploma of graduation or high school equivalency; and
- Other duties as required to fulfill the responsibilities of the position
- Communicate effectively both orally and in writing
- Communicate with other administrators, state and local agencies, and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information
- Prepare and deliver oral presentations
- Maintain consistent, punctual and regular attendance

Position Description: Adult Ed Principal

Knowledge and Skills

The Principal position requires knowledge of management principles of leadership, including organization, supervision and training. The position requires knowledge of Adult Education. Knowledge of and ability to make decisions in accordance with the laws, policies, regulations and procedures pertaining to school administration is essential. The position requires knowledge of the student community, culture and current local issues facing students and families.

Abilities

The position requires the ability to prepare summaries and reports regarding student or course data, program participation, demographics and performance. The position requires the ability to identify potential challenges and conflicts; collect, analyze and present complex data, evaluate alternative solutions; and prepare sound recommendations based on analysis of data. The ability to plan, organize and direct the activities of others toward a predetermined goal and to work effectively with persons at all levels is essential. It is necessary for the Principal to have the ability to develop collaborative relationships with site administrators, colleagues, teachers, parents and community organizations and to inspire individual and collective potential. The Principal must maintain continual instructional improvement through effective collaboration. The ability to apply technologically appropriate applications of instructional practices and procedures is required. The position requires the ability to manage conflict and transition; and ability to identify and determine the basic nature of student problems and needs, and provide assistance. The ability to effectively communicate in Spanish is highly desirable.

Physical Abilities

Requires sufficient visual acuity to read and interpret detailed printed materials and documents and observe work, auditory ability to carry on conversations in person with large audiences, one-on-one, and over the phone; capacity to speak in an understandable voice with sufficient volume to be heard in normal conversations; arm, hand and finger dexterity to write, operate a keyboard, operate office equipment, and sufficient strength to lift twenty-five pounds.

Education and Experience

- California Administrative Services Credential;
- A minimum of three (3) years of administrative experience at the secondary level is desirable; and
- Minimum of three (3) years successful teaching experience.

Licenses and Certificates

Requires a valid driver's license

Working Conditions

Work includes duties in both office and school site environment

Marysville Joint Unified School District

DIRECTOR Curriculum, Assessment and Accountability

Full Time

Work Days: 217

Salary Range: Range 13

JOB SUMMARY

Under the direction of the Executive Director of Educational Services, the Director will plan, organize, implement and control a variety of assigned educational programs and services for the District; direct and supervise several major organizational departments in the delivery of services to assure responsiveness to District objectives and priorities; and participate as a member of the Superintendent's Extended Cabinet.

ESSENTIAL FUNCTIONS (to include, but not be limited to)

- Supervise, organize, and direct the major educational departments to assure responsiveness to District objectives and priorities and support educational programs in all District schools.
- Coordinate district wide assessments and direct other staff in the implementation of the timelines, reporting requirements, training and other actions as needed.
- Prepare all of the district's accountability reports and work with other departments to coordinate the submission of the reports, the funding allocations and the actions related to the report guidelines.
- Coordinate Title funds and LCFF fund allocation.
- Participate as a member of the Superintendent's Extended Cabinet in the overall planning and direction of District functions and services; advise the Superintendent regarding use of resources, priorities, program opportunities, and methods to enhance the delivery of direct educational programs and support services.
- Plan, develop, recommend and implement programs, goals and objectives for the Educational Service and coordinate activities with other members of the department.
- Support the Principals with their planning around training, curriculum, and report documents to align the work of sites with the district wide goals and objectives.
- Review and present Board agenda items affecting assigned functions.
- Represent the District with local, state, and federal officials when requested; make presentations to the associations, community groups, and others regarding District matters and assigned subject or program areas.
- Assure compliance with a variety of state and federal regulations, laws and reporting requirements.
- Meet with committees, boards, advisory groups and others to recommend courses of action, uses of allocated resources and to communicate assigned program activities and plans.
- Direct the preparation and maintenance of a variety of narrative and statistical

- reports, records, and files related to the areas served.
- Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination, and disciplinary actions; plan, coordinate and arrange for appropriate *training and* development of subordinates.
- Perform other duties as requested and/or required by the Executive Director or Cabinet.

EMPLOYMENT STANDARDS

Required:

- Bachelor of Arts in a related field (i.e. education, child development); Masters and Doctorate preferred.
- California Administrative and Supervision Credential for grades K-12 or equivalent
- California Teaching Credential or equivalent
- Experience in the K-12 classroom required

Desirable:

- Master of Arts in a related field (i.e. educational administration, curriculum development, instruction)
- A minimum of five (5) years of successful teaching experience
- A minimum of five (5) years of successful site administrative experience
- Successful district level experience in curriculum development, professional development, special education, or other related fields

Knowledge of:

- Current curriculum development and instructional theory
- Organizational management
- Organization change strategies
- Testing and evaluation
- Data reports, SIS, and Assessment systems
- Special Education programs and practices

CONSULTANT AGREEMENT

This Agreement is made and entered into this 15th day of December 2021 by and between **Ramiro Rubalcaba**, ("Consultant"), whose address is 1787 Athens Court, Claremont, California, 91711 and the Marysville Joint Unified School District, whose address is 1919 B St, Marysville, CA 95901 ("MJUSD"), and the parties agree to the following terms and conditions:

1.0 SERVICES OF THE CONSULTANT AND DURATION OF THE AGREEMENT

Ramiro Rubalcaba (Consultant) will provide technical support that includes but is not limited to document review, coaching, professional development, qualitative and quantitative data analysis and other consulting services for the 2021-2022 school year, starting January 1, 2021-June 30, 2022.

2.0 COMPENSATION

MJUSD agrees to pay Consultant \$2,000 per day for site visits and an hourly rate of \$250 for other consulting services as stated above. The cost of services from January 1- June 30 will not exceed \$20,000. Unless otherwise arranged in advance, all services will be provided via Zoom. Should the district require in-person services, the district will reimburse Dr. Rubalcaba for travel expenses. Payment will be in the form of a check to be made payable to Ramiro Rubalcaba within sixty (60) days after the services are provided. Ramiro Rubalcaba is responsible for making his own travel arrangements.

3.0 RELATIONSHIP BETWEEN PARTIES

- 3.1 The Consultant, Ramiro Rubalcaba shall be an independent contractor during the period of performance under this Agreement and not an employee or agent of MJUSD. As an independent contractor, the Consultant shall be responsible for the payment of any taxes due on any monies received by him.
- 3.2 The Consultant will conform to and comply with all of the MJUSD rules and regulations and also all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in providing the services.
- 3.3 The Consultant and MJUSD agree to mutually indemnify and hold harmless the Consultant and MJUSD, its governing board, officers, agents and employees against any injury, loss, damage or other liability arising from the services performed by Consultant or from any breach of this Agreement.

4.0 CANCELLATION

- 4.1. In the event that the performance of any of the covenants of this Agreement is prevented by any cause beyond the reasonable control of MJUSD or the Consultant, both MJUSD and the Consultant shall be relieved of their obligations hereunder with respect to the engagement scheduled as set forth above, except that MJUSD shall reimburse the Consultant of any expenses that are non-refundable or pay the fees associated with rescheduling the event. Both the Consultant and MJUSD shall provide at least a thirty (30) days notice of cancellation.

5.0 MISCELLANEOUS

- 4.1 This Agreement may be amended at any time by written amendments duly executed by the Consultant and MJUSD.
- 4.2 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

6.0. SCOPE OF SERVICE:

- 6.1 Support with the latest Ed Code timeline changes for compliance with certificated and classified staffing requirements.
- 6.2. Provide training with evaluation of certificated and classified staff by recalibrating best practices
- 6.3. Provide guidance with best practices for redesign of protocols for the Human Resources department
- 6.4. Guide next steps in preparation for the 2022 school year with regards to steps for new hires, training and employment processes and timelines.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:

CONSULTANT

 12/07/2021

Consultant's Signature _____ Date _____
Printed Name: Ramiro Rubalcaba
Title: Consultant

Consultant/ Speaker's
Federal Identification # or
Social Security # _____

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

MJUSD Representative _____ Date _____
Printed Name: Jennifer Passaglia
Title: CBO

Date approved by Board if applicable: 12/14/21

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

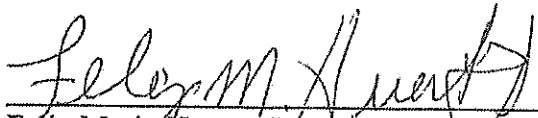
The Marysville Joint Unified School District ("District") and the Operating Engineers Local Union #3 ("OE3") reached a tentative agreement on December 8th, 2021, incorporating the following:

Salary Schedule Adjustment:

The parties agreed to adjust the OE3 salary schedule to bring it into compliance with the new California State Minimum Wage. To do this, the parties agree to remove Range 7 and 8 from the salary schedule. The one existing position in these ranges (Clerk 1) will be moved from Range 7 to Range 9.

Currently MJUSD does not have any employees who are impacted by the minimum wage adjustment.

TA: Operating Engineers #3
Page 2: Signatures


Felix Mario Huerta, Jr., OE3 Business Rep

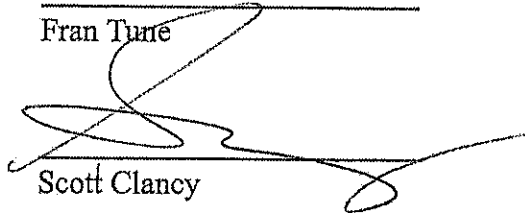
Dec. 8, 2021
Date

Employee Representatives

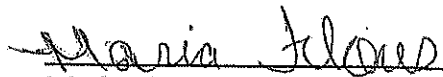
Ruda Nelson

Fran Turie

Cathey Gingrich



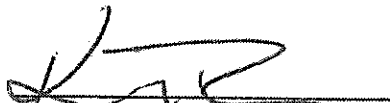
Scott Clancy



Maria Flores




Kathy Maldonado



Ken Tarr

For The District:



Rocco N. Greco, Ed.D., Executive Director

12-8-21.
Date

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
OPERATING ENGINEERS LOCAL #3 2021 - 2022 + 2%**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	\$15.18	\$15.95	\$16.70	\$17.60	\$18.49	\$19.39
10	\$15.54	\$16.39	\$17.15	\$18.02	\$18.91	\$19.91
11	\$15.95	\$16.75	\$17.60	\$18.49	\$19.39	\$20.39
12	\$16.39	\$17.16	\$18.06	\$18.95	\$19.91	\$20.87
13	\$16.75	\$17.60	\$18.51	\$19.43	\$20.41	\$21.40
14	\$17.16	\$18.06	\$18.95	\$19.93	\$20.90	\$21.93
15	\$17.62	\$18.50	\$19.43	\$20.41	\$21.43	\$22.49
16	\$18.07	\$18.96	\$19.93	\$20.91	\$21.96	\$23.05
17	\$18.51	\$19.46	\$20.44	\$21.43	\$22.50	\$23.62
18	\$18.96	\$19.94	\$20.92	\$21.98	\$23.06	\$24.23
19	\$19.45	\$20.44	\$21.44	\$22.50	\$23.68	\$24.82
20	\$19.95	\$20.92	\$21.98	\$23.06	\$24.27	\$25.44
21	\$20.46	\$21.44	\$22.52	\$23.68	\$24.83	\$26.06
22	\$20.93	\$21.99	\$23.08	\$24.27	\$25.48	\$27.08
23	\$21.46	\$22.56	\$23.69	\$24.85	\$26.07	\$27.36
24	\$22.00	\$23.08	\$24.28	\$25.48	\$26.72	\$28.10
25	\$22.58	\$23.70	\$24.86	\$26.07	\$27.39	\$28.77
26	\$23.11	\$24.29	\$25.50	\$26.75	\$28.11	\$29.52
27	\$23.72	\$24.86	\$26.09	\$27.35	\$28.79	\$30.23
28	\$24.30	\$25.52	\$26.75	\$28.11	\$29.53	\$31.02
29	\$24.88	\$26.10	\$27.42	\$28.79	\$30.23	\$31.77
30	\$25.53	\$26.78	\$28.13	\$29.53	\$31.02	\$32.57
31	\$26.14	\$27.45	\$28.84	\$30.26	\$31.77	\$33.37
32	\$26.83	\$28.15	\$29.58	\$31.05	\$32.58	\$34.21
33	\$27.47	\$28.84	\$30.26	\$31.80	\$33.41	\$35.06
34	\$28.16	\$29.59	\$31.08	\$32.62	\$34.26	\$35.96
35	\$28.88	\$30.33	\$31.83	\$33.43	\$35.12	\$36.88
36	\$29.61	\$31.09	\$32.65	\$34.27	\$35.97	\$37.79
37	\$30.37	\$31.85	\$33.45	\$35.13	\$36.89	\$38.74
38	\$31.10	\$32.66	\$34.28	\$36.00	\$37.81	\$39.70
39	\$31.85	\$33.49	\$35.14	\$36.90	\$38.76	\$40.71
40	\$32.67	\$34.28	\$36.02	\$37.82	\$39.71	\$41.74

Hrly Rate x Hrs per Day x Days = Yrly Salary

Board Approved 8/10/21

Prof. Growth: 9 Units=\$637.82 18 Units=\$1278.24

Longevity payable after 6, 10, 15, 20, and 25 yrs of continuous service as outlined in the OE3 Contract

OPERATING ENGINEERS LOCAL #3		
CLASSIFICATION TITLES	Range	UNIT
Clerk I	9	Clerical
Nutritional Assistant (11/1/07)	9	Food Services
Cook	10	Food Services
NS-Delivery Driver	10	Food Services
Literacy Resource Technician	12	Clerical
Clerk II	12	Clerical
School Readiness Outreach Specialist	12	Clerical
School Readiness Health Assistant	12	Clerical
Elementary Student Support Specialist	12	Clerical
Health Technician	12	Clerical
Campus Supervisor	13	Clerical
Cafeteria Assistant II	14	Food Services
Career Center Technician	14	Clerical
High School Associated Students Secretary	14	Clerical
High School Attendance Clerk	14	Clerical
High School Asst. Principal Secretary	15	Clerical
High School Counselor Secretary	15	Clerical
Indian Education Secretary	15	Clerical
Secretary I	15	Clerical
Secondary Student Support Specialist	15	Clerical
Custodian / Maintenance Worker	16	Maint/Oper
Behavior Assistant	16	Clerical
Purchasing Support	16	Clerical
Health Aide I	16	Clerical
Accounts Payable / Receivable	17	Clerical
Child Development Program Secretary	17	Clerical
Elementary School Secretary	17	Clerical
Financial Bookkeeper II	17	Clerical
High School Literacy Resource Technician	17	Clerical
Intermediate School Secretary	17	Clerical
Offset Press Operator	17	Clerical
Secretary II	17	Clerical
Warehouseman	17	Transport
Graphics Technician I	18	Clerical
Grounds / Maintenance Worker	18	Maint / Oper
Homeless Outreach Advocate	18	Clerical
Maintenance / Operations Secretary	18	Clerical
School Bus Driver	18	Transport
System Technician I	18	Clerical
Transportation Secretary	18	Clerical
Administrative Secretary III	19	Clerical
Child Development Administrative Assistant	19	Clerical
Financial Bookkeeper III	19	Clerical
High School Campus Security Officer	19	Clerical
Purchasing / Data Control Clerk III	19	Clerical
Warehouseman II	19	Transport
School Technology Lead	20	Clerical
Account Technician	21	Clerical
High School Principal Secretary	21	Clerical
Purchasing Technician / Buyer	21	Clerical
Dispatcher	23	Transport
Maintenance Worker III	23	Maint/Oper
Nutrition Service Eligibility Specialist	23	Clerical
Technology Assistant	23	Clerical
Mechanic II	24	Transport
Accounting Specialist	25	Clerical
Categorical Program Technician	25	Clerical
Data Facilitator	25	Clerical
Facilities Accounting Specialist	25	Maint/Oper
Facilities Assistant Project Manager	25	Maint/Oper
Maintenance Worker IV	25	Maint/Oper
Special Education Data Facilitator	25	Clerical
Student Discipline & Attendance Support Analyst	25	Clerical
Computer Specialist I	28	Clerical
Graphics Service Coordinator	28	Clerical
Health Aide II	29	Clerical
Computer Specialist II	30	Clerical
Electrician	30	Maint/Oper
Facilities Technician	30	Clerical
HVAC Technician	30	Maint/Oper
Plumber / Maintenance Worker	30	Maint/Oper
Computer Specialist III	32	Clerical
Computer Network Technician	32	Clerical
Network Systems Analyst	32	Clerical
Telecommunications Technician	34	Clerical
Computer Web Technician	36	Clerical
Database Analyst	36	Clerical
Senior Network Analyst	40	Clerical
changed Clerk I to a range 9		
		12/8/21 MOU to follow

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Yard Duty Supervisor
2021 - 2022 + 2%

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$14.28	\$14.28	\$14.28	\$15.75	\$16.53	\$17.36

Board Approved 8-10-21

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Yard Duty Supervisor
2021 - 2022 Minimum Wage Increase 1-1-22

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$15.00	\$15.00	\$15.00	\$15.75	\$16.53	\$17.36

original

Board Approved 8-10-21



CONTRACT SERVICES AGREEMENT
District - Services

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into November 15, 2021 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Jason Murphy (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of school year commencing from 1/3/22 – 6/3/22 (60 days)

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **see Exhibit A.**(hereinafter, the **"Approved Rate Schedule"**).

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **\$41,100.00** (hereinafter, the **"Not-to-Exceed Sum"**), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments at the daily rate of **six-hundred and eighty dollars and zero cents** as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's

Approval: *J. P. [Signature]*
Date: 12-8-21

personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT, BREACH OF AGREEMENT:

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

Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

- iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER**: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS**: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY**: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY**: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING**. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Jason Murphy
1121 Burwood Way
Antioch, CA 94509

925-481-8333

isnrmurphy@gmail.com

DISTRICT:

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Jennifer Passaglia
Phone: 749-6114
Fax: 742-0573

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

- 6.7 **COOPERATION: FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.

- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, the venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Date:

By: _____
Jennifer Passaglia, Chief Business Official

Contractor

Date:
By: 12/15/21

Name: Jason R. Murphy

Title: Contractor

Exhibit A

District Services-Jason Murphy

Scope of Work

To work with the Executive Director of Educational Services in order to create a educational data system to be used by site administrator and PLC teams in the evaluation of the educational program at MJUSD.

Duties are to be completed in person 3-days a week in alignment with the job description for Educational Data Coordinator of MJUSD.

Beginning on: January 3rd, 2022

Concluding on: June 3, 2022

Payment: \$685.00 per day for 60 days

Service: 3 days per week excluding the following weeks: February Recess (1), Spring Break

AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 14th of November, 2021 between Marysville Joint Union School District, 1919 B St, Marysville, CA 95901, Yuba County, (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 1382 Blue Oaks Blvd, Suite 213, Roseville California, 95678 (hereinafter "Consultant"). The term of this Agreement shall be from January 3, 2022 to June 3, 2022.

RECITALS

- A. District provides educational and educationally related counseling to school-age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
- B. Consultant agrees to perform these services for District under the terms and conditions set forth in this Agreement.

AGREEMENT


In consideration of the mutual promises set forth in this Agreement, it is agreed by and between District and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of District and is not entitled to the benefits provided by District to its employees, including, but not limited to, District group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the District. District may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons

Business Services Department
Approval: 
Date: 11-12-21

whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable.

Specific services may include, but will not necessarily be limited to, the following:

A. School-based services:

1. Individual counseling sessions
2. General psychosocial interventions
3. Group counseling sessions

B. Community referrals

Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.

C. Family engagement sessions

D. Classroom presentations

E. Collection, analysis, and provision of certain non-personally-identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional

work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

- A. Any combination of Mental Health Specialist I positions (MHS I) and/or Mental Health Specialist II positions (MHS II) totaling 40 hours per week.

I) MHS I

- 1. Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the state of California may also be eligible to hold this position.

II) MHS II

- 1. Registered Associate or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- B. One (1) clinical supervisor, and

- C. One (1) organizational leadership and support staff member.

5.0 Payment

District will pay Consultant the total sum of SIXTY EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$68,000.00) for the work required to be performed pursuant to this Agreement, as follows:

Any combination of Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

0

Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for

40MHS I or MHS II hours for 20 weeks during the 2021-2022 School Year.

-0-

0% 2021-2022 Cost of Living Adjustment (COLA) based on Consumer Price Index, West Region - February 2021 - 2% based on 2021-2022

\$68,000.00

Total Cost of Contract

Consultant shall be paid in accordance with monthly invoicing from Consultant. Up to four (4) of the days may be used as paid training and/or administrative days. Consultant shall invoice the District by the 5th of the month after services were rendered. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to hiring and training, hours will be prorated and Services will not be billed until Services begin on campus or online.

If the start date of Services falls after the start date of this Agreement due to delay in communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding school site assignments, scheduling, and introduction meetings, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

However invoiced, Consultant shall not be entitled to more than \$68,000.00 for the 2021-2022 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this

agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law.

Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the District's place of business at the address set forth above and other District locations as District may determine or online.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper,

subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of District to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above,

the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of one million dollars (\$1,000,000.00) for each person, and three million dollars (\$3,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to District at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be

specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on January 3, 2022, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "Consumer Price Index, West Region" as created by the Bureau of Labor Statistics , with February 2020 to February 2021 as the term of increase.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the District.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable. For any action, proceeding, or special proceeding under this Agreement, venue shall be in the County and/or federal judicial district in which Consultant's principal administrative office is located.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

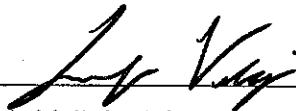
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

DISTRICT

Superintendent or Designee
Marysville Joint Union School District

Date

CONSULTANT



Jacob Vallejo, Director of Operations
Wellness Together, Inc.
Taxpayer ID: 81-1653329

11/03/2021

Date



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Marysville Joint Unified School District - CA
Address: 1919 B St Marysville, CA

LEA Primary Point of Contact

Name: Jennifer Passaglia
Email Address: jpassaglia@mjusd.k12.ca.us

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Ross Porter
Email Address: ross.porter@presencelearning.com

Business Services Department

Approval: 

Date: 12/3/21

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	105	\$87.00
Hourly SLP Supervision	0	\$105.00
Hourly OT Services	0	\$87.00
Hourly OT Supervision	0	\$105.00
Hourly BMH Services	0	\$87.00
Hourly SLP Services - Short-term Leave	0	\$114.00
Hourly SLP Services - Bilingual	0	\$105.00
Hourly BMH Services - Bilingual	0	\$105.00
Hourly BMH Services - Short-term Leave	0	\$114.00
Hourly OT Services - Short-term Leave	0	\$114.00
Hourly OT Services - Bilingual	0	\$105.00
Annual Student Administrative Fee	105	\$100.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00

Service Type	Student Quantity/ Groups	Service Rate
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00
Spanish Articulation Standard Assessment	0	\$57.00
Augmentative Alternative Communication Assessment	0	\$114.00
Additional Language Subtest	0	\$33.00
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00
Bilingual Services by SLP	0	\$114.00

3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00

4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP	0	\$150.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Rating Scale Assessment	0	\$150.00

Service Type	Student Quantity/ Groups	Service Rate
Classroom Observation by MHP	0	\$135.00
Additional Assessment by MHP	0	\$270.00
Additional Requested Meetings	0	\$67.00
Bilingual Services by MHP	0	\$135.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

5. Psychoeducational Assessments

Service Type	Student Quantity/ Groups	Service Rate
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Cognitive Select Index	0	\$135.00
Processing Select Index	0	\$135.00
Achievement Select Index	0	\$135.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Achievement Standard Battery	0	\$270.00
Long Cognitive Battery	0	\$270.00
Additional Assessment by MHP	0	\$270.00
Processing Standard Battery	0	\$270.00
Additional Requested Meetings	0	\$67.00
School Psych Consultation	0	\$87.00
Bilingual Services by MHP	0	\$135.00
Short Cognitive Battery	0	\$135.00
Spanish Select Index	0	\$300.00
Spanish Battery	0	\$390.00
Screening by MHP	0	\$150.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

Document Camera

\$85.00 (each)

Service Order

Contracted Students	105
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Assessments Commitment	8
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Psychoeducational Assessment Commitment	\$0.00
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Monthly Commitment*	\$19,183.50	221 hours at \$87.00
December Commitment*	\$0.00	0 hours at \$87.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	December 15, 2021 through June 30, 2022
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Additional Terms:

The services under this Service Order will Not Exceed \$100,000 ("Do Not Exceed Amount"). PresenceLearning, will notify LEA when it is reaching the Do Not Exceed Amount and will stop services upon reaching the Do Not Exceed Amount. LEA may choose to enter in a new Service Order to continue services after the Do Not Exceed Amount has been reached.

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

By:

DocuSigned by:

Summer Allison

6374AC9F99C5419...

Name:

Summer Allison

Title:

HiByVice President of Sales

Date:

2021-12-03

LEA

By:

Name:

Jennifer Passaglia

Title:

CBO

Date:

12/14/21



Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT. This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION. CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT. The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION. This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT. This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS. The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of

Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). "Parent" does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES. All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY. CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of

termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST. This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES. This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL. This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE. CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy may, upon request, name the LEA and the Board of Education as additional insureds.

F. Any deductibles or self-insured retentions above \$100,000 shall be declared. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to:

(a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, CONTRACTOR may agree in writing that (a) the CONTRACTOR's insurance coverage may be primary insurance as respects the LEA, its subsidiaries, officials and

employees, and (b) any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR may not be entitled to any compensation for any services provided to any pupil for any period during which CONTRACTOR was in material and significant breach of this Section 15.

16. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement. LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform

any services for the LEA. If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS. LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION. LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION. CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS. CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING. CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS. CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS. An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference.. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement. It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS. CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted

as needed by the LEA. CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT. If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS. CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration

or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING. CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS. CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, with regard to employees and SUBCONTRACTORS who will have direct contact with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS. CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS. At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials,

permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE. When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME. It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY. CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING. CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

41. CHILD ABUSE REPORTING. CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To

protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT. CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administrated where outlined in the Student's assessment plan.
- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty

(30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT. LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year. Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master

Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES. LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES. CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT. The CONTRACTOR shall maintain, and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT. In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

(b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.

(c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.

(d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.

(e) **Monthly Commitment.** If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA's fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.

(f) **Assessments Commitment.** If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.

(g) **Psychoeducational Assessments Commitment.** If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.

(h) **Unplanned Student Absence Fee.** If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

(i) **Contracted Students.** If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.

(j) **Disputes.** LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

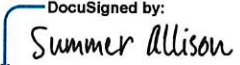
(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS. LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.

DocuSigned by:

 By: _____
 Name: Summer Allison
 Title: HiByVice President of Sales
 Date: 2021-12-03

LEA

By: _____
 Name: Jennifer Passaglia
 Title: CEO
 Date: 12/14/21



Addendum to the Master Service Agreement

This Addendum (the “Addendum”) is hereby attached and made part of the existing Master Services Agreement (“Agreement”) between PresenceLearning and Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement. In the event of any conflicting definitions, terms or conditions between this Addendum and the Agreement, this Addendum shall control.

The parties agree to amend the Agreement as follows:

1. Clinical Services. The Service Order will list the clinical discipline of the services Customer has purchased, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, attendance to meetings (collectively, “Clinical Services”).

2. Clinician Conversion; Conversion Fee.

2.1. Clinician Conversion. During the Term of the Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any PresenceLearning clinician except in accordance with the terms set forth in this Section 2.

2.2. Conversion Fee. Customer shall notify PresenceLearning of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Customer (the “Conversion Effective Date”): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the expiration of the Service Order pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the “Conversion Fee”):

Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1 st – September 30 th	\$20,000.00
October 1 st – December 31 st	\$15,000.00
January 1 st – March 31 st	\$10,000.00
April 1 st – June 30 th	\$5,000.00

3. Additional Fees.

3.1. Short-Term Assignments. If Customer requires PresenceLearning to deliver Clinical Services, excluding any Assessments or Evaluations, for periods that are not expected to exceed eighty-four calendar (84) days (such assignments, “Short-Term Assignments”), the fees for such Short-Term Assignments shall include an additional fee equal to 30% of the hourly service fee set forth in the applicable Service Order (the “Short-Term Premium”). For the avoidance of doubt, the Short-Term Premium shall not be due and payable with respect to any Assessments or Evaluations.

3.2. Bilingual Services Fee. If Customer requires PresenceLearning to deliver any services to students in a language other than English (such services, “Bilingual Services”) the fees for such Bilingual Services



shall include an additional fee equal to 20% of the hourly service fee set forth in the applicable Service Order.

3.3. Service Coordination Fee. If applicable, the Service Order may specify a Service Coordination Fee which will be billed monthly and will include planning, coordination and administration of services and other services not included in Clinical Services.

3.4. Unplanned Student Absence Fee. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Contractor (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH assessment. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

Agreed to:

Agreed to:

Presence Learning, Inc.	Licensee: [Entity Name]
By: <u>Summer Allison</u> 2021-12-03	By: <u>12/14/21</u>
Authorized by Signature Date	Authorized by Signature Date
Print Name: <u>Summer Allison</u>	Print Name: <u>Jennifer Passaglia</u>



Equipment Schedule

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Service Agreement (the “Agreement”) between PresenceLearning, Inc., (“PresenceLearning”) and entity named in the Service Order that is receiving the Services (“Customer”) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer’s option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
iPad Splitter	\$10.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 10.

3. **WISC-V Kits.**

- 3.1 **Purchase of WISC-V Kits.** If the Agreement provides that the Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 3.2 **Tracking and Return of Kits.** Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in the Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

4. Delivery; Title; Risk of Loss.

4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

4.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Delivery Addresses.** Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.
6. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.
7. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.
8. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and the PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
9. **Delay or Failure to Perform.** PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Materials as promised.
10. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> • Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> • External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL- CS-PRESENCE
Document camera	<ul style="list-style-type: none"> • Capture images of A4 and US letter pages • Built-in LED lights 	HUE	HD Pro Camera



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.com

AGREEMENT

This Agreement is made and entered on December 14, 2021 by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as "Contractor" and, Marysville Joint Unified School District, 1919 B. Street, Marysville, CA 95901 hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



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EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.



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INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



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BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: **Kriscia Ames, Accounts Payable**

Billing Email/Phone: **kames@mjud.com 530-749-6112**

Mailing Address (for invoice):

Special Billing Instructions:

Signed for Contractor:

Signature: _____

Janine Mahon

Name: **Janine Mahon**

Title: **Director of Career & Client Services**

Date: **12/14/21**

Signed for School District:

Signature: _____

Name: *Jennifer Passaglia*

Title: *CBO*

Date: _____



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Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
Special Education Teachers	\$90/hr, 8 hr days billable anticipated start 12/15/21 - 6/3/22, roughly 95 billable days
Dena Garfinkel	
Scoey Peters	

Scenario Learning, LLC Agreement Schedule A

Date: Tuesday, November 30, 2021

Business Services Department

Approval: *J. P. [Signature]*

Date: 12-3-21

Client Information

Client Name: Marysville Joint Unified School District	
Address: 1919 B Street Marysville, CA 95901	
Primary Contact Name: Alicia Wright	Primary Contact Phone: (530) 749-6161

Agreement Term

Effective Date: 02/01/2022	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Alicia Wright		
Billing Address: 1919 B Street Marysville, California 95901		Billing Phone: (530) 749-6161
		Billing Email: awright@mjustd.k12.ca.us
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TPPDN	Vector PD Tracking - Certified Staff PD Tracking Solution (N)	10% Discount for Keenan SafeSchools	510	\$11.52	\$5,875.20
TPCSPD	Vector PD Tracking - Classified Staff PD Tracking Solution	10% Discount for Keenan SafeSchools	714	\$6.12	\$4,369.68

Annual Total: \$10,244.88

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$10,244.88

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0% per year.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

By: 
Printed Name: Bill Lisowski

By: _____
Printed Name: Jennifer Passaglia

Title: Senior Sales Director

Title: Chief Business Officer

Date: 12/2/2021

Date: 12/14/21

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

1919 B Street
Marysville, CA 95901

VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, ("We/Us") an Ohio limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a "site specific" authorization, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the Jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE

ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (Include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.**FAMILY EDUCATIONAL RIGHTS**

AND PRIVACY ACT. If You are subject to the Family Educational Rights and Privacy Act ("FERPA"), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.

2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.

5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.

7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An **"EHS Active Employee"** is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector Evaluations+ Services.

This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Data Storage Fees.** Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

C. Vector WorkSafe Services and Vector LiveSafe Services

This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services.

2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

By:

_____

Printed Name: Bill Lisowski

Title: Senior Sales Director

Date: 12/2/2021

By: _____

Printed Name: Jennifer Passaglia

Title: Chief Business Officer

Date: _____

Policy 3516.5: Emergency Schedules

Status:
ADOPTED

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

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

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

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

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

~~In the event that students arrive at school when the school day schedule changes or the schedule changes after school has begun,~~ **Whenever the school day schedule changes after students have arrived at school,** the Superintendent or designee shall ensure that **students are supervised** ~~supervision is provided~~ in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

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

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

adopted: March 11, 2008 — Marysville, California

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

State References

	Description
Ed. Code 41420	Apportionment withholding, schools not maintained for 175 days
Ed. Code 41422	Schools not maintained for 175 days
Ed. Code 46010	Total days of attendance
Ed. Code 46100-46192	Attendance; maximum credit; minimum day
Ed. Code 46390	Calculation of ADA in emergency
Ed. Code 46391	Lost or destroyed ADA records
Ed. Code 46392	Emergency conditions; ADA estimate
Veh. Code 34501.6	School buses; reduced visibility

Management Resources References

	Description
CA DOE Correspondence	90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References

	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/aHEYJplusBx03nX7TjZASW8Wg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/Xfn2gTfkrCVSGmzVPkTOBQ==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/PlplusJTKdJ3pHt8slsh1x5fu7ZW==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/i8KYEfKLLWtBsw5zUkztsg==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/CY8nBPuTcl9udHs3aKLFw==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/dUjslshMmjaBsTTxBhoXxQ2Dw==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/by0hhoBQnslshpluspr9mbabslsh79w==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MFSVT0EilWvAU7u6SslshcHXg==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/RkQVPJrsFOjplushrOcDamIfQ==
	School Bus Drivers -

3542 <https://simbli.eboardsolutions.com/SU/0n2tAcC8eiPe00rJCWOGNg==>

3543 Transportation Safety And Emergencies -
<https://simbli.eboardsolutions.com/SU/1mC0CCer6vjPDrWsrqtudg==>

3580 District Records -
<https://simbli.eboardsolutions.com/SU/sHKtqQdevQslshE5x357rNN2Q==>

3580 District Records -
<https://simbli.eboardsolutions.com/SU/9GBjsNBG1iR8mBFpFJt3w==>

5142 Safety -
[https://simbli.eboardsolutions.com/SU/7zhtR9msTs2um9ZqTshXpQ=](https://simbli.eboardsolutions.com/SU/7zhtR9msTs2um9ZqTshXpQ==)
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5142 Safety - <https://simbli.eboardsolutions.com/SU/WVl6zmi1d6qGCrfTnbzL4Q==>

6111 School Calendar -
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Policy 6020: Parent Involvement and Family Engagement

Status: ADOPTED

Original Adopted Date: 03/11/2008 | Last Revised Date: 01/14/2020 | Last Reviewed Date: 11/09/2021

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

- ~~1. The Board of Education shall establish and implement a policy on parent and family engagement. (California Education Code [EC] sections [] 11500-11504, 51101[b]; 20 United States Code [U.S.C.] 6318[a][1], 6318[a][2])~~

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

The District Advisory Committee (DAC), which includes parent representatives from each school site in the district, including all Title I, Part A schools, is designed to allow parents and family members to participate in the planning and design of our schools' programs. The Superintendent convenes DAC meetings to formalize the already open lines of communication and engagement of parents and family members. The DAC periodically reviews and provides updates to the **P**arent and **F**amily **E**ngagement **P**olicy to meet the changing needs of our parents, family members, and the district. **The LEA has MJUSD distributed the policy to parents and family members of children served under Title I, Part A through . The policy is included in the Parent/Student Rights Handbook at the beginning of each school year. The policy is also and posted on the district website. (20 U.S.C. 6318[a][2])**

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

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

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

- ~~a. The LEA incorporates the parent and family engagement policy into the LEA level plan. (20 U.S.C. 6312, 6318[a][2])~~ **involves parents and family members in the joint development of the agency's plan, and in the development of support and improvement plans. (20 U.S.C. § 6318[a][2][A])**

The Superintendent or designee works with **staff, parents, and family members, and staff** to develop meaningful opportunities at all grade levels for parents and family members to be

involved in district and school activities through advisory, decision-making, advocacy roles, and activities to support learning at home. Parent and family engagement is also woven into the Local Control Accountability Plan (LCAP) to ensure it is a systemic goal throughout the district.

- b. ~~The LEA involves parents and family members in the joint development of the local educational agency planning efforts and in the process of school review and improvement. (20 U.S.C. 6318[a][2][A])~~ provides coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance. (20 U.S.C. § 6318[a][2][B])

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

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

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

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

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

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

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

inform our practices. The panorama Climate and social-emotional survey tools ~~is~~ **are** being implemented to give all stakeholders yet another venue to help us learn how to best serve the specific needs of our community.

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

~~Each year the DAC is involved in the annual review and evaluation of the parent and family engagement policy. Input from the DAC is incorporated into policy revisions when necessary to meet the changing needs of parent, family members, and the district. Parents have identified an interest in more parent related functions tied to the district including: parent classes, EL parent classes, accessing community resources, social events to build culture, teen health topics for parents, and working with your student for success. This input is driving the planning of events at the district and site levels.~~

The LEA identifies the following:

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

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

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

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

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

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

- e. The LEA uses the findings of such evaluation in **section 1.1(d) of the CE program instrument** ~~subparagraph (e)~~ to design evidence-based strategies for more effective parental involvement,

and to revise, if necessary, the parent and family engagement policy. (20 U.S.C. § 6318[a][2][E])

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

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

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

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

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

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

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

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

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

A host of varied methods to encourage parent and family member engagement are incorporated into the educational program. The district and sites create send home newsletters and parent updates to keep parents and family members apprised of opportunities designed

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

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

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

- e. Integrate **and coordinate** parent **and family** involvement **engagement** programs **activities with the LCAP, as applicable, with other programs.** ~~into the school's master plan for academic accountability.~~ (EC § 11502[e])

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

- 1.3 **Parents and family members of children receiving Title I, Part A services are involved in the decisions regarding how funds reserved are allotted for parental involvement activities.** (20 U.S.C. § 6318[a][3][B]) ~~Parents and family members The LEA receiving more than \$500,000 in Title I, Part A funds reserves at least one percent of its allocation to carry out parent and family engagement activities. (20 U.S.C. § 6318[a][3][A])~~

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

- 1.4 Funds reserved by an LEA shall be used to carry out activities and strategies consistent with the LEA's parent and family engagement policy, including not less than one of the following: (20 U.S.C. § 6318[a][3][D])

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

~~SSCs jointly develop and approve the activities dedicated to support parent family engagement and the budget to support the mutually agreed upon goals and objectives. School sites, in concert with their SSCs, determine the most effective implementation of parent and family engagement strategies to complement their unique school culture.~~

~~Not less than 90 percent of the funds reserved are distributed to schools served with priority given to highneed schools. (20 U.S.C. 6318[a][3][C])~~

~~The MJUSD allocates the entire 1% to school sites to directly engage parents and family members.~~

~~Funds reserved by an LEA are used to carry out activities and strategies consistent with the LEA's parent and family engagement policy, including not less than one of the following. (20 U.S.C. 6318[a][3][D])~~

- a. Supporting schools and nonprofit organizations in providing professional development for LEA and school personnel regarding parent and family engagement strategies. (20 U.S.C. § 6318[a][3][D][i])
- b. Supporting programs that reach parents and family members at home, in the community, and at school. (20 U.S.C. § 6318[a][3][D][ii])
- c. Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members. (20 U.S.C. § 6318[a][3][D][iii])
- d. Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community based or other organizations or employers with a record of success in improving and increasing parent and family engagement. (20 U.S.C. § 6318[a][3][D][iv])
- e. Engaging in any other activities and strategies that the LEA determines are appropriate and consistent with ~~such agencies~~ the parent and family engagement policy. (20 U.S.C. § 6318[a][3][D][v])

The MJUSD helps connect school sites with community in a multitude of ways. ~~Schools are able to apply for subgrants through the MJUSD Education Foundation to fund specific outreach efforts.~~ In alignment with our policies, the format of parent and family engagement meetings are continually being adapted based on parent feedback to increase participation. **Video conferencing tools allow parents and family members to participate virtually in the educational process without having to physically be on campus.** During administrative meetings, site administrators are trained on **communication** barriers ~~to communication~~ with disenfranchised student populations and effective strategies for guiding student conversations. Continual outreach is necessary to meet families at a place where they can confidently feel like they have access to the school in a manner that supports their needs and student learning outcomes.

~~adopted: March 11, 2008 — Marysville,
California revised: January 25, 2011 revised:
October 13, 2015 revised: August 13, 2019
revised: January 14, 2020~~

Policy 6142.5: Environmental Education

Status: ADOPTED

Original Adopted Date: 03/11/2008 | Last Reviewed Date: 12/14/21

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

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

The Superintendent or designee shall develop an ~~district's~~ environmental education program ~~may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be that is aligned with state academic standards and curriculum frameworks and may include,~~ The Superintendent or designee shall determine how the district's environmental education program will be integrated into the district's science curriculum and other subjects and courses in which the concepts may be explicitly and systematically taught.

~~The goal of the district's environmental education program shall be to provide students with an understanding of the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.~~

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

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

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

adopted: March 11, 2008 — Marysville, California

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

State References

Ed. Code 33541
 Ed. Code 51210
 Ed. Code 51220
 Ed. Code 51795-51797
 Ed. Code 60041
 Ed. Code 8700-8707
 Ed. Code 8720-8723
 Ed. Code 8760-8773
 Pub. Res. Code 71300-71305

Description

Science requirements
 Course of study for grades 1-6
 Course of study for grades 7-12
 School instructional gardens
 Ecological systems and their protection
 Environmental education
 Conservation education service
 Outdoor science, conservation, and forestry
 Statewide environmental education

Management Resources References

Website
 Website
 Website
 Website

Description

California Department of Education, Environmental Education
<https://simbli.eboardsolutions.com/SU/qcNCh7ZwwUe9OCRJYGSgsQ==>
 California Department of Resources, Recycling and Recovery, Education and Assistance -
<https://simbli.eboardsolutions.com/SU/zbU8zsslsHggXplusJs7QrfH3UXA==>
 California Environmental Protection Agency, Education and the Environment Initiative -
<https://simbli.eboardsolutions.com/SU/vBLLo74Rge8MwslshUvtSmglg==>
 California Regional Environmental Education Community -
<https://simbli.eboardsolutions.com/SU/cNThzxumCtHFnskplusCUz29w==>

Cross References

1400
 3260
 3260
 3511
 3511
 3511.1
 3511.1

Description

Relations Between Other Governmental Agencies And The Schools -
<https://simbli.eboardsolutions.com/SU/ztRS3K6PtQVaaplua5IZiVOw==>
 Fees And Charges -
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 Fees And Charges -
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 Energy And Water Management -
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 Energy And Water Management -
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 Integrated Waste Management -
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 Integrated Waste Management -
<https://simbli.eboardsolutions.com/SU/qodu2l1plus6LjwsM2lVeH22Q==>
 Environmental Safety -

3514	https://simbli.eboardsolutions.com/SU/dUjslshMmjaBsTTxBhoXxQ2Dw==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/le9BGpn7H5SN3ahVsRACTA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMIcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplumXqQzLIJplusvTziCQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/cQHag2Df6YaYIMnYrFeWaQ==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/DewpuGmy3Xqld2slshwDFWGNw==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/XGvRsXtlzRVGpHueQt1Scw==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/slshplus1zoHbTXZgO50kcplusslshbPuQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/qGA6zp1fkLDFII8jslshQ46XA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/MY2JRleJyrXkuYD5R3YLslshg==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/4ukQ1aq5Wb3OB4Mw9sjL6g==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/oIEslshbFggKB1WACslsh7XPOs4Q==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/Wh3R6fUi7XkslshohnKR4wZ6g==
	School-Sponsored Trips -

6153

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6153

School-Sponsored Trips -

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Policy 1312.3: Uniform Complaint Procedures

Status: Pending

Original Adopted Date: 03/11/2008 | **Last Revised Date:** 11/09/20 | **Last Reviewed Date:** 12/14/2021

Marysville Joint Unified District
1919 B Street
Marysville, CA 95901
(530) 741-6000
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Adopted by our Board of Education or authorized designee (here and after "the board") on December 14, 2021.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Marysville Joint Unified School District of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student's duly authorized representative.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of Marysville Joint Unified School District

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implemented that are subject to the UCP.

The Marysville Joint Unified School District developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

1. Accommodations for Pregnant and Parenting Pupils (Education Code 46015)
2. Adult Education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural Career Technical Education (Education Code 52460-52462)
5. Career Technical and Technical Education; and Career Technical; and Technical Training programs (Education Code 52300-52462)
6. Child Care and Development programs (Education Code 8200-8498)
7. Compensatory Education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course Periods without Educational Content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance. (5 CCR 4610)
11. Education and graduation requirements for Pupils In Foster Care, Pupils Who Are Homeless, Pupils from Military Families and Pupils formerly in Juvenile Court now enrolled in a School District. (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)
13. Local Control and Accountability Plans (LCAP) (Education Code 52075)
14. Migrant Education (Education Code 54440-54445)
15. Physical Education Instructional Minutes (Education Code 51210, 51222, 51223)
16. Pupil Fees (Education Code 49010-49013)
17. Reasonable Accommodations to a Lactating Pupil (Education Code 222)
18. Regional Occupational Centers and Programs (Education Code 52300-52334.7)
19. School Plans For Student Achievement (Education Code 64001)
20. School Safety Plans (Education Code 32280-32289)
21. Schoolsite Councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State Preschool programs (Education Code 8235-8239.1)
23. State Preschool Health And Safety Issues In LEAs Exempt From Licensing (Education Code 8235.5)

24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to specific agencies for appropriate resolution and are not subject to our UCP procedures set forth in this document unless these procedures are made applicable by separate interagency agreements:

- (a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- (b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to Department of Social Services (DSS) for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- (c) Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.
- (d) Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.

A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California Education Code (EC) Section 52060(d).

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of our approved UCP complaint procedures to all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

This notice may be made available on our website and shall include the following:

- information regarding allegations about discrimination, harassment, intimidation, or bullying;

- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate

Our UCP Annual Notice shall also include information regarding the requirements of EC Section 49010 through 49013 relating to pupil fees and information regarding the requirements of EC Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

In order to identify appropriate subjects of state preschool health and safety issues pursuant to Section 1596.7925 of the *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations (5 CCR)* that apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) where to get a form for a state preschool health and safety issues complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints

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

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report with a Decision will be issued to the complainant by us within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

1. The findings of fact based on the evidence gathered.
2. Conclusion of law.
3. Disposition of the complaint.
4. The rationale for such a disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal our Decision to the CDE.
7. Procedures to be followed for initiating an appeal to CDE.

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in EC Section 200 and 220 and Government Code (GC) Section 11135, including any actual or perceived characteristics as set forth in Penal Code (PC) Section .55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

We ensure that complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;

- corrective actions if we find merit in a complaint:
 - for complaints regarding Pupil Fees; Local Control and Accountability Plan (LCAP); Physical Education Instructional Minutes or Course Periods without Educational Content, the remedy shall go to all affected pupils and parents/guardians.
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a Pupil Fees complaint, corrective actions shall include reasonable efforts to ensure full reimbursement to all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
 - With respect to reasonable Accommodations to a Lactating Pupil; Course Periods without Educational Content (grades nine through twelve); and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.
 - a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
 - the procedures to be followed for initiating an appeal to the CDE.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

We shall report summarized data on the nature and resolution of all state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

We are aware that all complaints and responses are public records.

UCP Complaint Appeal Process

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The Marysville Joint Unified School District failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

To file a UCP complaint regarding a state preschool health and safety issue pursuant to *HSC* Section 1596.7925 the complainant must file with the preschool program administrator or their designee in Marysville Joint unified School District.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If EC section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall make all reasonable efforts to investigate any problem within his or her authority, and investigations shall begin within 10 calendar days of the receipt of the complaint. A valid complaint shall be remedied within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The resolution of the complaint shall be reported to the complainant within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board. A complainant will not be precluded from filing an appeal to the State Superintendent of Public Instruction (SSPI) if the complainant does not file a local appeal.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the SSPI within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above 'UCP Complaint Appeal Process.'

The complainant shall include a copy of the Investigation Report and specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References

20 *United States Code* [20 U.S.C.] Section 6301 et seq.

34 *Code of Federal Regulations* [34 CFR] Sections 106.8, 34 CFR 299.10-11

California *Education Code* [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556,

51210, 51222, 51223, 51225.1-3, 51228.1–51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460–52462, 52500-52617, 54440–54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California *Government Code [GC]* Sections 11135, 11136, 12960

California *Penal Code [PC]* Section 422.55, 11166

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
2 CCR	Harassment and discrimination prevention and correction – https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures programs
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkqxQ==
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Williams uniform complaint procedures
Ed. Code 46015	Parental leave for students
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Interstate Compact on Educational Opportunity for Military Children
Ed. Code 51210	Courses of study grades 1-6
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Foster youth, homeless children, former juvenile court school students; course credits; graduation requirements
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan

Ed. Code 52300-52462
 Ed. Code 52500-52616.24
 Ed. Code 54400-54425
 Ed. Code 54440-54445
 Ed. Code 54460-54529
 Ed. Code 59000-59300
 Ed. Code 64000-64001
 Ed. Code 65000-65001
 Ed. Code 8200-8498
 Ed. Code 8500-8538
 Gov. Code 11135
 Gov. Code 11135

 Gov. Code 12900-12996
 H&S Code 1596.792
 H&S Code 1596.7925
 Pen. Code 422.55
 Pen. Code 422.6

Federal References

USC 1221
 20 USC 1232g
 20 USC 1681-1688
 20 USC 6301-6576
 USC 6801-7014

 CFR 35.107
 29 USC 794
 34 CFR 100.3
 34 CFR 104.7
 34 CFR 106.1-106.82
 34 CFR 106.8
 34 CFR 106.9
 CFR 110.25
 34 CFR 99.1-99.67
 42 USC 11431-11435
 42 USC 12101-12213
 42 USC 2000d-2000e-17
 42 USC 2000h-2-2000h-6

requirements
 Career technical education
 Adult schools
 Compensatory education programs
 Migrant education
 Compensatory education programs
 Special schools and centers
 Consolidated application process; school plan for student achievement
 School site councils
 Child care and development programs
 Adult basic education
 Nondiscrimination in programs or activities funded by state
 Discrimination –
<https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==>
 Fair Employment and Housing Act
 California Child Day Care Act; general provisions and definitions
 California Child Day Care Act; health and safety regulations
 Definition of hate crime
 Civil rights; crimes

Description

Application of laws
 Family Educational Rights and Privacy Act (FERPA) of 1974
 Title IX of the Education Amendments of 1972
 Title I Improving the Academic Achievement of the Disadvantaged
 Title III language instruction for limited English proficient and immigrant Students
 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
 Nondiscrimination on the basis of sex in education programs
 Designation of responsible employee for Title IX
 Notification of nondiscrimination on basis of sex
 Notification of nondiscrimination on the basis of age
 Family Educational Rights and Privacy Act
 McKinney-Vento Homeless Assistance Act
 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

Management Resources References	Description
California Department of Education Publication	Uniform Complaint Procedure 2020-21 Program Instrument
California Department of Education Publication	Sample UCP Board Policies and Procedures
U.S. DOE, Office For Civil Rights Publication	Dear Colleague Letter, September 22, 2017 U.S.
DOE, Office For Civil Rights Publication	Dear Colleague Letter: Title IX Coordinators, April 2015
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: Responding to Bullying of Students with Disabilities, October 2014
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. DOJ Publication	Guidance to Federal Financial Assistance Recipients Regarding Title VI, 2002
Website	U.S. Department of Justice – https://simbli.eboardsolutions.com/SU/BPwrkTmFhG0SXt3hKCVuBw==
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	Description
0410	Nondiscrimination In District Programs And Activities – https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0420	School Plans/Site Councils – https://simbli.eboardsolutions.com/SU/6J3d8tYhplat4cAyloxoyg==
0420	School Plans/Site Councils – https://simbli.eboardsolutions.com/SU/qeJNgKHnqu05aVdpveHP6A==
0430	Comprehensive Local Plan For Special Education – https://simbli.eboardsolutions.com/SU/N40xGk3slshFslsh7AcACTslshhc88A==
0430	Comprehensive Local Plan For Special Education – https://simbli.eboardsolutions.com/SU/jplusl5jfgnvgrXR9KtHUGSDVQ==
0450	Comprehensive Safety Plan – https://simbli.eboardsolutions.com/SU/4xgzKW49G5slshfIU4EhQU2A==
0450	Comprehensive Safety Plan – https://simbli.eboardsolutions.com/SU/NBE92gE2B7k97MW9aOlysg==
0460	Local Control And Accountability Plan – https://simbli.eboardsolutions.com/SU/dvEdJJEmaPbCsGGny9BLEA==
0460	Local Control And Accountability Plan – https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wIWIfntUA==

1100	Communication With The Public – https://simbli.eboardsolutions.com/SU/9QoJKbLQ84ZmsqYKplusR7grg==
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==
1220	Citizen Advisory Committees – https://simbli.eboardsolutions.com/SU/uhUITslshYj80k3XF66548Anw==
1220	Citizen Advisory Committees – https://simbli.eboardsolutions.com/SU/Wv1lXaGAj0xvplusjUMBal3FA==
1250	Visitors/Outsiders – https://simbli.eboardsolutions.com/SU/xCzJNB9AV7zkh5Vn0a8GKA==
1250	Visitors/Outsiders – https://simbli.eboardsolutions.com/SU/w721W4GUPQyJMIu6YLCMA==
1312.1	Complaints Concerning District Employees – https://simbli.eboardsolutions.com/SU/z1TDVNoW85rcAHeP6JJ3Xg==
1312.1	Complaints Concerning District Employees – https://simbli.eboardsolutions.com/SU/2cOMlouZK6LB07hNmATN4g==
1312.4	Williams Uniform Complaint Procedures – https://simbli.eboardsolutions.com/SU/2PxtTuKHNruCb2q15Gplusrvg==
1312.4-E(1)	Williams Uniform Complaint Procedures – https://simbli.eboardsolutions.com/SU/hbapluslSmcX3j7klslshrcwIIA==
3260	Fees And Charges – https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbgslshnUmQ7wg==
3260	Fees And Charges – https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRyvwiVR4kLUQ==
3580	District Records – https://simbli.eboardsolutions.com/SU/sHKtqQdevQslshE5x357rNN2Q==
3580	District Records – https://simbli.eboardsolutions.com/SU/9GBjJsNBG1iR8mBFpFjt3w==
4030	Nondiscrimination In Employment – https://simbli.eboardsolutions.com/SU/7AlaUvYVavN9faDceplusla0A==
4030	Nondiscrimination In Employment – https://simbli.eboardsolutions.com/SU/70ZBnmDhplusRzJApey4yCfvg==
4112.23	Special Education Staff – https://simbli.eboardsolutions.com/SU/Hq1Sxnqk10BDNYM20PM6yQ==
4119.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/XjQmetAeObslshUaYCuslsh0XNEQ==

4119.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/c1sQcGV4wkMZplusGCKwvNutA==
4119.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/xcyDC8Sg7zsG6MnGGfCWgA==
4119.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/QINJlqKy34LBnEXZIYg14A==
4218	Dismissal/Suspension/Disciplinary Action – https://simbli.eboardsolutions.com/SU/9CacMVse5uQupluso7FTLhpbw==
4219.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/wxoaFIJWRLP292RJ9reiplusQ==
4219.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/7GorbdHboRh5122e5S5UYQ==
4219.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/WVa2MLUSnjg8X1XdWd5m0A==
4219.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/F97EzTQVUAnOt41w7LDe0A==
4319.1	Civil And Legal Rights – https://simbli.eboardsolutions.com/SU/LTf9LRiDyClygLX1Oi2biA==
4319.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/pcryrOT3iSD4tcYyYslshUd4w==
4319.11	Sexual Harassment – https://simbli.eboardsolutions.com/SU/ZplusqUzS1wfn66IMooh1LPqQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/4Nne1LZ25INiQ024xEIrfw==
5116.1	Intradistrict Open Enrollment – https://simbli.eboardsolutions.com/SU/FxeHzlIQH9b45OjvXccG8w==
5117	Interdistrict Attendance – https://simbli.eboardsolutions.com/SU/kgfqvHUvJCQnAaQHvtPEiw==
5117	Interdistrict Attendance – https://simbli.eboardsolutions.com/SU/iplusFI3Yt2P9uvsud7YVvsgg==
5125	Student Records – https://simbli.eboardsolutions.com/SU/Cih3uoJKfNcn9Jn6OSDI5A==
5125	Student Records – https://simbli.eboardsolutions.com/SU/f6ea2arR5SDxpdKbCdIFUw==
5131.62	Tobacco – https://simbli.eboardsolutions.com/SU/gHI6wgPNKGC2jOslshGVlu1Bg==
5131.62	Tobacco – https://simbli.eboardsolutions.com/SU/7yaViZoZ74MR7smorw0slshDg==
5137	Positive School Climate –

	https://simbli.eboardsolutions.com/SU/fDiaxmslshU4yoqBxi2aJPLsg==
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/90pZKDrdoOalwnPbz2CqA==
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/GEyEuxJ3muBUlllSQGsglw==
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/MnCUR8J9cs0TfKTSLWrlyg==
5145.7	Sexual Harassment – https://simbli.eboardsolutions.com/SU/wV5EZXRiN5ZA9oNt1m2fplusQ==
5145.7	Sexual Harassment – https://simbli.eboardsolutions.com/SU/P34uPmPKPVC7Z2rx5R5XWQ==
5146	Married/Pregnant/Parenting Students – https://simbli.eboardsolutions.com/SU/G3dJ34atMpUuUgOz0vvhbA==
5146	Married/Pregnant/Parenting Students – https://simbli.eboardsolutions.com/SU/yc2EKpMMWCciA90TZW0ayw==
5148	Child Care And Development – https://simbli.eboardsolutions.com/SU/QTigSKplusi8qslsh72cJZKgmTHQ==
5148	Child Care And Development – https://simbli.eboardsolutions.com/SU/3Hpt2tIQi0iwkQ5F51Se9A==
5148.2	Before/After School Programs – https://simbli.eboardsolutions.com/SU/6gplusZ33WUPgetIE987Eaumg==
5148.2	Before/After School Programs – https://simbli.eboardsolutions.com/SU/WAFGKF9lqu8OvYka3fmXA==
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/kLfsishMuoJQnNohzLPooY0yg==
6142.7	Physical Education And Activity – https://simbli.eboardsolutions.com/SU/WXk8ISanLplusukwMbFJGaLoA==
6142.7	Physical Education And Activity – https://simbli.eboardsolutions.com/SU/Jridu6QJPrXbWaeDmkfznA==

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/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==
6146.1	High School Graduation Requirements – https://simbli.eboardsolutions.com/SU/VlSRslSWMeJRH4HQU06eNA==
6146.1	High School Graduation Requirements – https://simbli.eboardsolutions.com/SU/DMZioiWSZLEon7OVpZWtvQ==
6152	Class Assignment – https://simbli.eboardsolutions.com/SU/OvHGK96JBb4uUmsyBjRgwQ==
6159	Individualized Education Program – https://simbli.eboardsolutions.com/SU/7cVdztXa9qTZZbG8xiWfyg==
6159	Individualized Education Program – https://simbli.eboardsolutions.com/SU/ze1FiNMplusWQJpL4ISnWBovQ==
6159.1	Procedural Safeguards And Complaints For Special Education – https://simbli.eboardsolutions.com/SU/l9JRd8OOVNOoPkNuKbFonQ==
6159.1	Procedural Safeguards And Complaints For Special Education – https://simbli.eboardsolutions.com/SU/4bS7XiccbexXiRufslsh8vTdQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/zv2slshZt0w8aRZtBg1nMvalQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education – https://simbli.eboardsolutions.com/SU/fwBXplusKgZQplusMWEFhplusDoiVvA==
6159.3	Appointment Of Surrogate Parent For Special Education Students – https://simbli.eboardsolutions.com/SU/AX8190bvgnkslshUEQPIE99Wg==
6159.3	Appointment Of Surrogate Parent For Special Education Students – https://simbli.eboardsolutions.com/SU/0U2qplusWkplus1we6upsSsJOplusplusQ==
6164.4	Identification And Evaluation Of Individuals For Special Education – https://simbli.eboardsolutions.com/SU/DslshmVLHVJUptuXV8aBoWaslshA==
6164.4	Identification And Evaluation Of Individuals For Special Education – https://simbli.eboardsolutions.com/SU/in58GMp4JsKl2HAzbFTjng==

6171	Title I Programs – https://simbli.eboardsolutions.com/SU/wha7xltoqSwEeCnTuXQJDQ==
6171	Title I Programs – https://simbli.eboardsolutions.com/SU/HUyfV5gplusPWHxCImFo9Ksw==
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/yg7E5yJxVslsh7jDWT48vmB9Q==
6173.3	Education For Juvenile Court School Students – https://simbli.eboardsolutions.com/SU/J0xP0E7oAljFb95V0JqpQg==
6178	Career Technical Education – https://simbli.eboardsolutions.com/SU/qde1lXslshL0V51Lsn92thLZQ==
6178	Career Technical Education – https://simbli.eboardsolutions.com/SU/wQv4k6VnsANVLWniQslshOXzw==
6200	Adult Education – https://simbli.eboardsolutions.com/SU/aaXTpzPdUiGkP0drD1qgdg==
6200	Adult Education – https://simbli.eboardsolutions.com/SU/g6zXviMgydSdGdYA5HGC6g==
9000	Role Of The Board – https://simbli.eboardsolutions.com/SU/Vplusl5Nzz06fehQgK6N18Ywg==
9011	Disclosure Of Confidential/Privileged Information – https://simbli.eboardsolutions.com/SU/YSRnUCoHsQ17WwWkaedBQw==
9124	Attorney – https://simbli.eboardsolutions.com/SU/1YXplusLAGPfjh4QNvYgxSBhA==
9200	Limits Of Board Member Authority – https://simbli.eboardsolutions.com/SU/ogRRLmROC9MZgaZTqk2klg==
9322	Agenda/Meeting Materials – https://simbli.eboardsolutions.com/SU/GC8vsQarjtwLRQ2nv2wy1Q==

Regulation 1312.4: Williams Uniform Complaint Procedures

Status Pending

Original Adopted Date: 03/11/2008 | Last Revised Date: 01/14/2020 | Last Revi 12/14/2021

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
530-749-6000

Adopted by our Governing Board on December 14, 2021

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Responsibility of the Marysville Joint Unified School District

The Marysville Joint Unified School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If Education Code Section 48985 is applicable and 15 percent or more of the pupils in grades K - 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

1. The parents, guardians, pupils, and teachers,
2. a statement proclaiming sufficient textbooks and instructional materials,
3. (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
4. a statement that school facilities must be clean, safe, and maintained in good repair,
5. a statement that there should be no teacher vacancies or misassignments, and the location at which to obtain a form to file a complaint in case of a shortage www.cde.ca.gov/re/cp/uc

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

1. A section to indicate if a response is requested,
2. a section for contact information including mailing address if a response be requested.
3. a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
4. a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
5. a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
6. a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
7. a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
8. a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
9. a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
10. a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
11. a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
12. a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
13. a section to identify the location of the school in which the alleged violation took place,
14. a section to identify the course or grade level, if applicable,

15. a section where the complainant describes the specific nature of the complaint in detail,
16. a statement that the complainant may include as much text as the complainant feels is necessary, and
17. a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

Filing a Williams Complaint with the Marysville Joint Unified School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of EC Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

1. Gas leaks
2. Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
3. Electrical power failure.
4. Major sewer linestoppage.
5. Major pest or vermininfestation.
6. Broken windows or exterior doors or gates that will not lock and that pose a security risk.
7. Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
8. Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 CCR Section 4632.

A complainant may appeal the Decision of the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.



Agreement Number: Q-779613

ORDER FORM

This Order Form is made by and between Marysville Joint Unified School District (“**Client**”) whose principal place of business is 1919 B Street, Marysville, California, 95901, United States and Diligent Corporation (hereinafter “**Diligent**”), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “**Agreement**”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Description	Quantity	Annual Price Per	Total Annual Price
BoardDocs Pro	1	\$12,000.00	\$12,000.00

Total Annual Subscription Fee: \$12,000.00

One-Time Installation Fee: \$0.00

Upon execution of this Agreement, Diligent will issue an invoice for the amount of \$12,000.00, plus applicable taxes.

Pricing is valid until December 31, 2021. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “**Effective Date**” of this Agreement shall be December 15, 2021, and the Initial Term of the Agreement shall run for 1 year from the Effective Date.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 5.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable on an annual basis in advance. All payments are due Net 30 days from the date of invoice.

Business Services Department

Approval: *J. Rangel*

Date: 11-12-21



Agreement Number: Q-779613

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120

Legal@diligent.com

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Marysville Joint Unified School District
("Client")

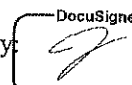
By:

Name:

Job Title:

Date:

Diligent Corporation
("Diligent")

By:  DocuSigned by:

Name: John Van Arsdale

Job Title: General Counsel

Date: November 9, 2021 | 5:46 PM EST



Consultant Contract Van Pelt Construction(VPCS)
CONTRACT SERVICES AGREEMENT
Business Services Department

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2021** (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and **Van Pelt Construction (VCPS)** (hereinafter, "CONTRACTOR"), pending Governing Board of Trustees approval. For the purposes of this Agreement, DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "**Work**." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 **TERM:** This Agreement shall have a term of the **2021-22 school year** commencing from **December 15, 2021 – June 30, 2021**
- 1.3 **COMPENSATION:**
- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **Exhibit A**. (hereinafter, the "**Approved Rate Schedule**").
- B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **FORTY THOUSAND DOLLARS AND ZERO CENTS** (hereinafter, the "**Not-to-Exceed Sum**"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly, as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice.

Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

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

II. PERFORMANCE OF AGREEMENT

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

F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or sub-consultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

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

coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a

statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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

CONTRACTOR:

Van Pelt Construction Services (VPCS)
 Mark Van Pelt, President
 4707 Mangels Blvd.
 Fairfield, CA 94534
 Phone: 707-438-3790

DISTRICT:

Marysville Joint Unified School District
 Attn: Jennifer Passaglia, CBO
 1919 B Street
 Marysville, CA 95901
 Phone: 530-749-6115

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

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

6.18 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 **COUNTERPARTS:** This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

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

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

By: _____
Jennifer Passaglia, Chief Business Official

Contractor

By: **Mark Van Pelt, Van Pelt Construction Services**

Name: 

Title: President



October 22, 2021

Jennifer Passaglia
Chief Business Officer
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

Reference: Marysville Joint Unified School District
Subject: Program and Construction Management Services

Dear Ms. Passaglia,

VPCS is pleased to submit the following proposal for Construction Management services. The fees described herein include the scope of services as outlined below. Our management services will be billed monthly based upon our hourly rates and Not To Exceed the total listed:

MANAGEMENT FEES:

Principal	\$200/hour
Program Manager	\$180/hour
Senior Construction/Project Manager	\$150/hour
Construction/Project Manager	\$135/hour
Project Engineer	\$115/hour
Project Administrative Assistant	\$100/hour
<u>Operations Manager</u>	<u>\$135/hour</u>

Fee:	Not to Exceed (NTE)	Total	\$40,000
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SCOPE OF SERVICES:

- Act as Owner's Representative during the pre-design, design, construction and closeout phases of project.
- Assist District in development of overall construction budget.
- Assist District in development of overall construction schedule.
- Assist District in the selection of design firms.
- Coordinate professional services during all phases
- Provide document quality control review during design phase.
- Coordinate, attend and record minutes at all design development meetings.
- Review and comment on architect's cost estimates.
- Assist District and Architect in coordination during bid stage
- Attend and participate in bid openings.
- Monitor General Contractor's project schedule.
- Coordinate, attend and record minutes at construction progress meetings.
- Provide field coordination and contract administration during construction phase.
- Monitor project budgets during design and construction phases.

- Provide cost estimating services for changes in contract scope.
- Assist District and Architect in coordination of public entities.
- Provide cost certification and negotiations for all construction related monetary issues.
- Participate in dispute resolution.
- Review and certify contractor and professional services monthly progress billings and final payment.
- Coordinate final testing and start-up with building and maintenance staff.
- Assist Architects in coordinating and monitoring of project punch list.
- Assist in selection of laboratories and inspection services.
- Attend all construction related meetings, as required.

Fees will be billed monthly, payable within 30 days and include all travel, insurance, taxes and services necessary to complete the above-mentioned scope. Fees do not include office space, equipment and furniture.

We thank you for this opportunity and look forward to building our relationship with the Marysville Joint Unified School District.

Very Truly Yours,
VAN PELT CONSTRUCTION SERVICES



Mark Van Pelt
President



3418 52nd Ave. Sacramento CA 95823
Quote #22082
November 19, 2021
(408) 688-4774
<https://a-zbus.com>

Business Services Department
Approval: *[Signature]*
Date: 11-1-21

Gabe Hightman
ghightman@a-zbus.com
(408) 688-4774

2022 or newer Micro Bird G5 GM Ext Cab

Customer:	Marysville Joint Unified School District	Attn:	Greg Taylor
Mailing Address:	1919 B Street Marysville, CA 95901	Phone:	(530) 749-6199
		Email:	gtaylor@mjuds.com

Quantity:	2	Wheelbase:	177"
GVWR:	14,200	Transmission:	6 Speed Auto w/OD
Engine:	GM 6.0L Gas 293 HP	Suspension:	Spring/Spring
Fuel Type:	Gas	Brakes:	Hyd
Fuel Port:	Standard	Upholstery:	Blue
Capacity:	24 Amb 24 CRS	WC Lift:	N/A
AC:	MCC 55K + OEM EV/RR/Wall 2 Comp Skrt		

Body Content

- BODY MOUNT CUSHIONS (PUCK)
- EXTERIOR PAINT YELLOW
- ACCESSORY POWER CIRCUITS
- PANEL BELOW WINDOW - ALUMINUM
- BODY WHEEL HOUSING DW G5 76"
- STRUCTURAL CAGE
- DECAL "?????? FUEL ONLY"
- DECAL -SCHOOL BUS-
- CLEAR GLASS ENTRANCE DOOR
- DOD ELECT CONTROL
- DECAL EMERGENCY DOOR
- EXTERIOR SKINS
- EXT WINDOW TRIM
- DOUBLE OPENING DOOR 32 IN
- FORD OR GM CONSOLE FOR SWITCHES
- INT & EXT FINISHING PARTS
- STANDARD FRONT STRUCTURE
- FLOOR STEEL GALVANIZED 14GA
- ENTR GRAB LH 1¼ IN LH SS PLAIN
- GLOVE COMPARTMENT
- GRAVEL SHIELDS MOLDED
- DRIP RAILS
- HEATER REAR 20500BTU
- HEATER HOSE ONLY (1X)
- INT MIRROR 6X16 IN
- INTERIOR FINISH STANDARD
- STANDARD LED DOME LIGHTS
- IDENTIF.& CLEARANCE LIGHTS LED

- DIRECTIONAL LED LIGHTS NO ARROW
- DEC BIRD BLACK
- STEPWELL LED LIGHT
- LICENSE PLATE LIGHT LED
- REFLECTORS REAR (4) RED-3M
- STOP & TAIL LED LIGHTS
- RR DOOR LATCH/SLIDE BAR/3 POINT
- MORE VIEW W/CLEAR GLASS TEMPERED
- PAINT EXTERIOR SCHOOL BUS YELLOW
- PAINT ROOF WHITE G5
- PLYWOOD 1/2"
- EMERGENCY EXIT AJAR BUZZER
- TELESCOPIC RETAINER REAR DOOR
- RR DOOR 2 GLASSES
- FRONT CAP SB OR COM STANDARD
- REAR CAP SB OR COM STANDARD
- REFLEC TAPE EMER/D YELLOW 3M
- RUB RAIL FLOOR LEVEL
- RUB RAIL BLACK
- RUB RAIL SEAT LEVEL
- REAR STRUCTURE STANDARD
- FMVSS 210 SEAT BELT ANCHORAGE
- STANDARD FLOOR STRUCTURE
- ELEC SYS W/SOLENOID 200A
- CENTRAL SPEAKERS IN CEILING
- STATIC ROOF VENT
- WHEEL HOUSINGS STEEL
- TRIANGULAR WARNING DEVICE
- SHUT-OFF VALVE UNDER BODY(AUX HEAT)
- WHEEL TRIM BLACK
- SEQUENTIAL 8WAY SYSTEM
- WIRING SYSTEM STANDARD
- BBX TRAY SLIDES
- BBX DOOR STD
- BBX W/AUX BAT.
- "STOP WHEN RD LIGHTS FLASH" 6"DECAL
- EMER/OVERRIDE SWITCH WWSQ AND WPB
- CHILD CHECK EP1 - CA SPEC
- EXTINGUISHER 5 LBS
- HOOD OVER WARNING LAMPS (BLACK)
- INTERLOCK REAR EMER.DOOR RED LIGHT
- JOINT STRENGTH STEEL FLR C/FMVSS221
- PILOT LIGHT DASH - EMERGENCY EXITS
- MUD FLAPS
- HPADS GREY W/AC RR 55K W/RR/D
- WINDOW TRIM PROTECTION
- G5 SIDE SKINS REINFORCEMENTS
- A/C MCC 55K+OEM EV/RR/WALL W/CON 2C
- BLACK ARROW 6IN INSIDE EMER/D
- CEW BAR 36 LH HB BLU FB WO/C
- CEW BAR 36 RH HB BLU FB WO/C
- BACKING SAFETY HORN SAE 97DBA
- BLACK AROUND WARNING LAMPS DELETE
- ENTRANCE STEP RISER BLACK ZENITH
- DECAL BATTERY LOCATION
- DECAL MICRO BIRD ENG YLW BACK
- SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
- ENTR GRAB RH 1¼ IN SS PLAIN
- INT FRONT SKINS REINFORCED
- INT FINITION RR W/A/C MCC 55K
- PNT ROOF SKINS 1 R/H SPEAKERS STD
- 36 IN KICK PANEL UNDER LH BARRIER
- 36 IN KICK PANEL UNDER RH BARRIER
- DOME LIGHTS ON BATTERY
- DOME LIGHTS REAR WITH SWITCH
- BACK-UP LIGHTS LED
- READING LIGHT ABOVE DRIVER LED
- LEG CEW
- WHITE STROBE LED LIGHT ON BATTERY

- EXTERIOR LIGHTS LED ENTRANCE DOOR
- MIRROR ROSCO SB HTD W/TIMER
- PAINT WHEEL YELLOW
- REAR DOOR GLASS (2) DARK TINT 26%
- RUNNING BOARD LEFT ALUMIN. PAINTED
- OEM RADIO WITH MICROBIRD SPEAKERS
- RUB RAIL SKIRT
- ROOF HATCH SPHEROS SMART
- SIDE SKIN SUPP & M/FLAP W/BBX & A/C
- STOP ARM SMI STOP LED/STROBE REAR
- CEW SCHOOL ICS/3PTS RIGID HI 36 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 36 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LATCH
- UNDERCOATING BODY AND CHASSIS
- HEATER VALVE BLEEDER
- WIN S/S TINT 26%
- 8 WAY WIRING POWER ON BATTERY
- 2 BACK WINDOWS DARK TINT (26%)
- 8 WAYS STD LED STROBE 4 AMBER 4 RED

Chassis Content

- CHASSIS
- RELOCATE EXHAUST TO REAR
- AIR BAG DRIVER'S SIDE ONLY
- SEAT FRONT BUCKET WITH VINYL TRIM
- SCHOOL BUS CHASSIS EQUIPMENT
- FRONT DASH AIR
- GVWR 14200 LBS
- DAYTIME RUNNING LAMPS
- TILT REARVIEW MIRROR
- PROV.AUX.HEATER PLUMBING & WIRING
- FUEL TANK 32 GALLONS / 121.1 LITERS
- REAR AXLE RATIO: 4.10
- STABILITRAK SYSTEM
- COOLING EXTERNAL ENGINE OIL COOLER
- ALTERNATOR 220 AMPS
- ENGINE BLOCK HEATER
- ENGINE GAS 6.6L V8
- AUTOMATIC TRANSMISSION 6 SPD O/D
- EMISSION OVERRIDE (NY- YF5)
- WITHOUT SPARE TIRE
- POWER STEERING
- WHEEL 16 X 6.5 STEEL HD
- DUAL REAR WHEELS
- GM UPFITTER ALLOWANCE
- FLEET MAINTENANCE CREDIT
- TRANSPORTATION CHARGES
- DUAL BATTERIES EACH 770 AMPS
- ONSTAR DELETE
- BRAKE WARNING INDICATOR
- RADIO AM/FM WITH MP3
- HORN DUAL NOTE TONE
- LICENSE PLATE BRACKET
- FLEET PROGRAM
- VOLMETER TEMPERATURE & OIL PRESSURE
- COLD CLIMATE PACKAGE
- TRANSMISSION OIL COOLER
- STOP TURN SIGNAL CIRCUITS
- INTERMITTENT WINDSHIELD WIPERS
- TIRE FRONT LT225/75R16E ALS B/L DRW
- CALIFORNIA EMISSIONS
- TILT STEERING & SPEED CONTROL

- HIGH BACK BUCKET DRIVER'S ONLY
- 177 " WHEELBASE
- EQUIPMENT GR 2WT MODEL 4500 / GAS
- FRONT GAWR 4600 LBS
- FUEL ADDITIONAL 3 GALLONS
- FRONT BUMPER PAINTED BLACK
- RIGHT SIDE DOOR DELETE
- TRIM VINYL MEDIUM DARK PEWTER
- REAR GAWR 9600 LBS

- ALIGNMENT FORD
- BUMPER REAR - STEEL 3/16
- CHASSIS PREPARATION
- GVWR 14,200LB GM
- HEAT SHIELD FOR FUEL TANK DELETE
- FUEL FILLER POT
- DRIVE LINE GUARD FRONT/REAR
- 4 WHEEL DISC BRAKES WITH ABS

Dealer Added Content

- Lettering
- FE/FAK/Decals - CA specs
- Hand held stop sign & holder

- Fog lights in front bumper
- CCM EP1-Meeting CA Requirements

Pricing

Unit Price:	\$87,207.49
Taxable Amount:	\$87,207.49
Non-Taxable Amount:	\$0.00
8.250 % Sales Tax Total:	\$7,194.62
Total Per Unit w/Tax Included:	\$94,402.11
Grand Total For 2 Unit(s):	\$188,804.22

Acceptance

Signature: _____ Title: CBO

Name: Jennifer Passaglia Date: 12/14/21

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Marysville Joint Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*Above pricing DOES reflect chassis incentives that may be available from Chevy at time of order. Chevy criteria will have to be met to apply for and receive incentives.

All pricing valid for 90 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

Delivery Address:

Initial here: [Redacted]

1919 B Street Marysville, CA 95901

DMV Information:

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

Register To Name: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Register To Address: 1919 B STREET MARYSVILLE, CA 95901

Signature Confirming DMV Address:

Signature, Name & Title

Jennifer Pessas
CBO

☐ Exempt

☐ Private

☐ Out of State | Customer Demand

Lettering Information:

Initial here: [Redacted]

Beltline Lettering: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CA #: 64635

Unit #s: _____

Lienholder Information: (if none, write "none")

Lienholder Name: None

Contact Person: _____

Contact Number: _____

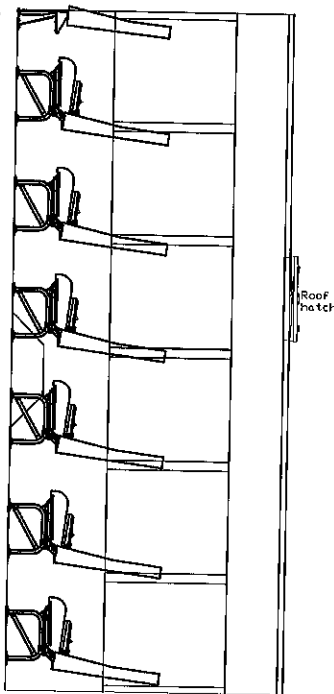
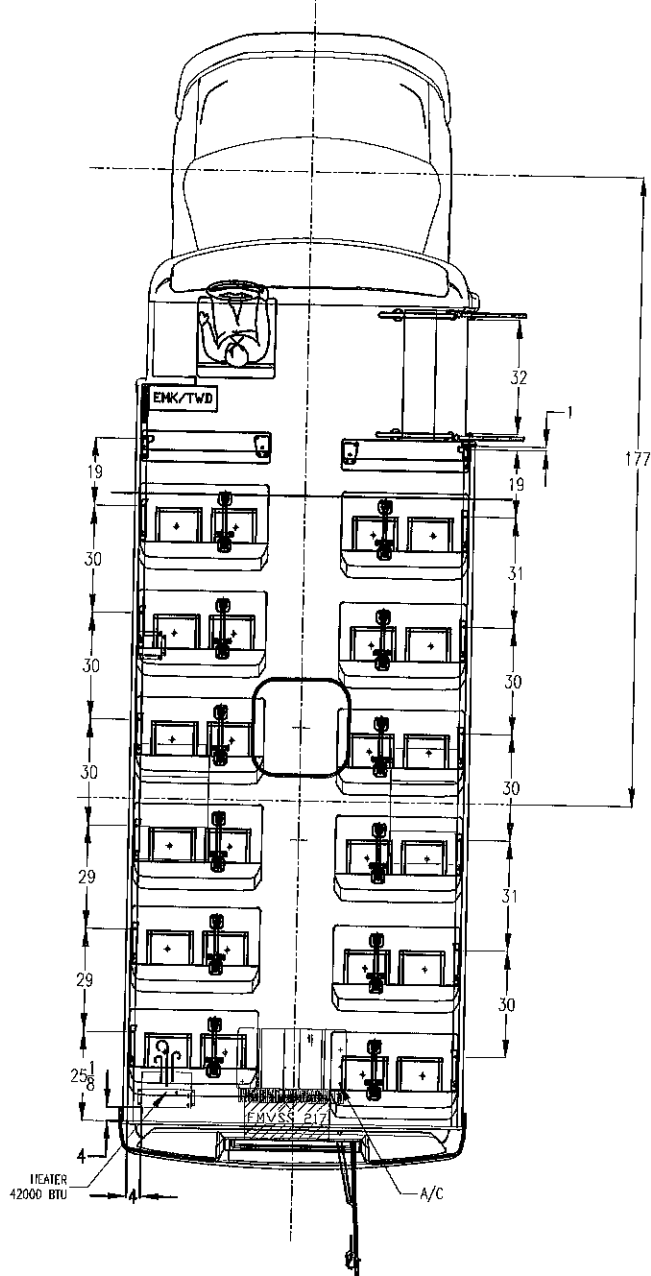
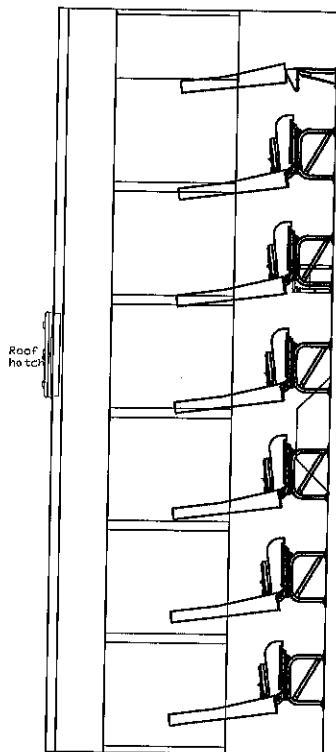
Grant Information: (if applicable)

Agency Name: _____

Grant Deadline: _____

IMPORTANT NOTICE / AVIS IMPORTANT

VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED. LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETTES À DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPÉCIFICATIONS DU CHASSIS DE L'ANNÉE MODÈLE UTILISÉ.



FOR QUOTATION ONLY
POUR SOUMISSION SEULEMENT

SEAT	DIM.	SIDE	QTY	LEG
SI	36	LH	6	*
SI	36	RH	6	*

Seat spacing = See drawing D.O.D.: 32"

APPROVED CONFIGURATIONS			
ambulatory passengers:	24	Total wheel chair passengers:	0

A	2019/08/22	JD	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:			

368

Date:

Drawn by:	J DAIGLE	MICRO BIR
MODEL:	UGM5 3NM WSQ	
UNIT - INCHES	SCALE - DO NOT SCALE	Drawing no.
		044811



Marysville Joint Unified School District

Developer Fee Annual and Five-Year Report

December 14, 2021

Government Code Section 66006 requires that school districts that collect statutory school facilities fees (developer fees) make an annual accounting of those fees available to the public within 180 days of the end of the fiscal year. In addition, Government Code Section 66001 requires that each school district make an additional findings every five years for any fund in which those fees remained unexpended at the end of the fiscal year.

The below information and attached documents are provided to satisfy the requirements in Government Code Sections 66006 and 66001.

Annual Reporting Requirements:

FISCAL YEAR 2020/2021: July 1, 2020 – June 30, 2021

1. *Brief description of the type of fee in account or fund:*

School Impact Mitigation Agreement or statutory fees authorized by the Government Code to accommodate for growth by development activity.

2. *Amount of fee:*

School Impact Mitigation Agreements are individual agreements, which have different fee levels.

"Level I" fees are currently \$4.08 per square foot for each new residential housing unit. Commercial and industrial fees are currently \$0.66 per square foot.

3. *Beginning and ending balance of the account or fund:*

<u>Fund Number</u>	<u>Beginning Balance</u>	<u>Ending Balance</u>
Capital Facility Fund #25	\$ 5,291,730	\$ 8,142,882

4. *Amount of fees collected and interest earned:*

<u>Beginning Balance 7/1/2020</u>	<u>Fund #25</u>
	\$5,291,730
Fees collected	2,976,434
Interest revenue	69,364
State revenue	0

Other revenue	0
Proceeds from COPS	0
Less: Expenditures	(194,646)
Ending Balance 6/30/2020	\$8,142,882

5. Identification of each public improvement on which fees were expended, the amount of the expenditures on each improvement, and the total percentage of the cost of the public improvement that was funded with fees:

Projects	2019/2020 Expenditures Fund 25	Percentage
101 Arboga	\$ 170,105	87%
103 Browns Valley	0	0
105 Cedar Lane	0	0
107 Cordua	0	0
109 Covillaud	0	0
111 Dobbins	0	0
112 Edgewater	7,420	4%
113 Ella	0	0
115 Johnson Park	0	0
117 Kynoch	0	0
119 Linda	0	0
121 Loma Rica	0	0
125 Olivehurst	0	0
129 Yuba Feather	0	0
135 Foothill	0	0
136 Meadows	0	0
137 McKenney	0	0
139 Yuba Gardens	0	0
155 Wheeler Ranch	0	0
242 MCAA	0	0
243 Lindhurst H.S.	0	0
245 Marysville H.S.	0	0
247 SLHS	0	0
355 Multi-site	0	0
368 Ed. Serv. Center	0	0
Other Costs	0	0
Contracted Services-Dixon Smart School House,School Works, DSA, etc.	17,121	9%
TOTAL	\$194,646	100%

6. Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement:

As of the date of this report, the District has commenced the process for a TK-8 expansion project at Arboga Elementary School. Developer fees will be used for this public works project in addition to other capital improvement funds.

7. Description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan:

None

8. Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001:

None

Five Year Reporting Requirements:

Five Year Summary of Developer Fees	Beginning Balance	Ending Balance
Fiscal Year 2016/2017	\$1,104,367	\$1,974,415
Fiscal Year 2017/2018	\$1,974,415	\$3,857,536
Fiscal Year 2018/2019	\$3,857,536	\$4,801,989
Fiscal Year 2019/2020	\$4,801,989	\$5,291,730
Fiscal Year 2020/2021	\$5,291,730	\$8,142,882

1. Purpose to which the fee is to be put:

The remaining unexpended fees will be utilized for the TK-8 expansion project at Arboga Elementary School and other classroom facility needs throughout the District.

2. Relationship between the fee and the purpose for which it is charged:

The fees identified above were charged for the purpose of constructing the TK-8 expansion project at Arboga Elementary School and the classroom facility needs throughout the District.

3. Identify all sources of funding anticipated to complete financing in incomplete improvements:

Developer fees will be used for this public works project in addition to other capital improvement funds.

4. *Approximate dates on which funding referred to in 3, above, is expected to be deposited:*

Capitol improvements funding has been received in full.

FINDINGS

The Marysville Joint Unified School District has:

1. Expended developer fees for public improvements solely and exclusively for the purpose or purposes for which the fee was collected.
2. Levied, collected or imposed no fee to be used for general revenue purposes.
3. Deposited developer fees in a separate fund in a manner that has avoided commingling of those fees with other funds.
4. Expended developer fees only for the purposes for which they were collected.
5. Made available to the public specified information relating to the fee, interest, other income, expenditures, and refunds occurring during the fiscal year within 180 days of the close of the fiscal year.



Fee proposal:

Developer Fee Justification Study

Prepared for:

Marysville Joint Unified School District

Attention:

Jennifer Passaglia

Chief Business Official

jpassaglia@mjusd.k12.ca.us

530.749.6115

Primary Contact:

Jamie King-Iseman

President

jamie@kinginc.com

916-706-3538

Business Services Department

Approval : *J. King*

Date: 12-2-21

Purpose and Scope of Services

The Marysville Joint Unified School District should prepare a Developer Fee Justification Study to demonstrate they meet pertinent requirements of State law regarding the collection of developer fees for both residential and commercial construction.

State law gives school districts the authority to charge fees on new residential and commercial/ industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development, currently \$4.08 per square foot of residential construction and \$0.66 for commercial/industrial construction (Level I Fees). These fees will be increased by the State Allocation Board in January 2022 based on the Construction Cost Index. Government Code 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

King Consulting will prepare a Developer Fee Justification Study in order to justify the collection of the 2022 statutory developer fees for both the residential and commercial/ industrial developments within the Marysville Joint Unified School District. These fees are authorized by Education Code 17620.

The study will be documented to provide the District with justification to levy statutory developer fees. The study will:

1. Identify the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees, and
2. Explain the relationship between the fees and the developments on which those fees are to be charged.

The following components outline the consultant's work for the preparation of the Developer Fee Justification Study.

Developer Fee Justification Scope and Fees

Background Research

RESIDENTIAL AND COMMERCIAL DEVELOPMENT

A key aspect of the Developer Fee Justification Study is assessing the impact of both residential and commercial development. King Consulting will research residential and commercial development projected to occur with District boundaries by:

- Reviewing general plans and specific plans for jurisdictions served by the District;
- Contacting all appropriate city planning departments and county agencies to review all proposed, tentative, and final tract maps;
- Researching other data which may impact the District by generating new students.

This task allows King Consulting to estimate future residential units by housing category (multi-family, single-family detached, single-family attached, and commercial development) that can be constructed within the District.

STUDENT GENERATION RATES

King Consulting will prepare District-specific Student Generation Rates (SGR's) by housing category, (i.e. single-family detached, single-family attached, multi-family, or affordable). SGR's will be calculated by cross-referencing current student enrollment for Marysville Joint Unified School District to residential data provided by the District and the County Assessor. Utilizing the information gathered regarding anticipated Residential and Commercial development, King Consulting will project future students from new residential development to assist in calculating the impact to District facilities.

FACILITY CAPACITY ASSESSMENT

King Consulting will review the District's School Facility Capacity as reported on the State Allocation Board Form 50-02 to determine the District's ability to house current and future students at each school level. The SAB 50-02 will be updated with facilities that have been added to the District since establishing School Facility Program eligibility.

If the SAB 50-02 is unavailable, King Consulting will prepare a School Facility Inventory based on Current classrooms and District loading standards.

Determination of School Facility Needs and Methodology

ENROLLMENT PROJECTIONS

To develop the nexus between the current facility capacity of the District and the future need to house students, King Consulting will prepare an enrollment projection using historical enrollments, student generation rates prepared as part of this analysis, current and planned residential and commercial development, birth trends, and student migration.

FACILITY CAPACITY COMPARED TO ENROLLMENT PROJECTIONS

King Consulting will compare the District's facility capacity to current enrollments to calculate the number of seats available to house students generated from future residential units. This comparison will be provided by school level.

Future Facility Needs and School Facilities Impact

King Consulting will calculate the number and type of school facilities that will need to be expanded and/or modernized by the District to effectively house all students at build-out. In addition, King Consulting will review and analyze District specific construction costs to estimate the full school facilities impact per square foot of residential and commercial construction.

Study Preparation and Assistance with Adoption of the Study and Implementation Fee

King Consulting will prepare one study draft and will provide additional drafts as needed. King Consulting will provide a final study in PDF format. Bound copies can be provided upon request. King Consulting will provide sample Board resolutions and public notices and will review adoption documents and critical timelines with District staff.

King Consulting will provide ongoing services through fee implementation and as needed while the fee is in place. These services include:

- Responding to public comments;
- Ongoing services related to the fee collection (i.e. questions that arise from the community and developers as fees are paid throughout the year).

Required Data

In order to complete the analysis, we need the District to provide the following items:

- CalPads report (2019-20 and 2020-2021);
- Current year student database, with selected fields;
- Mitigated residential units;
- Most recent SAB eligibility forms (SAB 50-01,-02,-03);
- School facility construction costs based on recent projects.

If data availability is limited, we may also require:

- Site maps with room uses to prepare facility capacity;
- Developer Fee records, with address, square footage, and type of housing unit.

Pricing

This report will be in compliance with the requirements of Education Code Section 17620.

Developer Fee Justification Study: \$6,605

If King Consulting's presence is requested at more than one meeting, the District will be billed at \$185 per hour plus travel time and expenses.

Payment Schedule

The fee cited above will be billed upon completion of the project.

Signature page

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



Jennifer Passaglia

Chief Business Official

Marysville Joint Unified School District

Jamie King-Iseman

President

King Consulting

Date

Date



WORK SITE AGREEMENT

Between

Chef Ann Foundation,

Marysville Joint Unified School District, and

Foundation for California Community Colleges

The Agreement below describes the roles and responsibilities of both Chef Ann Foundation herein after CUSTOMER and Marysville Joint Unified School District herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS ("PARTICIPANTS") placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges ("FOUNDATION"). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide identified PARTICIPANTS with the opportunity to work in the capacity of Healthy School Food Pre-Apprentice, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description and in compliance with all federal, state and local laws.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

Business Services Department

Approval: 

Date: 12/3/21

- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. WORK SITE will submit time sheets electronically to CUSTOMER. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.

1.6.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify CUSTOMER in accordance with this term, WORK SITE shall be responsible for compensating CUSTOMER for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.

- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.9 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.10 WORK SITE shall immediately notify CUSTOMER and FOUNDATION if a case of COVID-19 is detected at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19.
- 1.11 WORK SITE may, in compliance with Federal and California law and at its sole cost and expense, require PARTICIPANTS to undergo a physical examination.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER will visit the WORK SITE intermittently (which may include virtual visits), but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.

- 2.2 CUSTOMER, through the FOUNDATION, will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER and FOUNDATION prior to beginning paid work experience at the WORK SITE.
- 3.2 If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 96 hours total. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE's industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.

- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 3.11 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity. WORK SITE and CUSTOMER agree that PARTICIPANTS will be required to show proof of COVID-19 vaccination prior to beginning paid work experience at the WORK SITE. If PARTICIPANT is unable to provide proof of vaccination, WORK SITE and CUSTOMER agree to enter an interactive process with the PARTICIPANT and provide appropriate accommodation due to a sincerely held religious belief or disability, as well as an option for weekly testing in compliance with CDC or Department of Labor guidelines.
- 3.12 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.
- 3.13 PARTICIPANTS must comply with WORK SITE volunteer protocols and processes, such as fingerprint clearances, TB clearance and sex offender database screenings.

4. Term, Termination, Waiver, and Modification

- 2.3 The period of this Agreement is from December 15, 2021 – December 30, 2022 (“Term”).
- 2.4 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 2.5 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and

then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker's Compensation and Employment Claims

- 2.6 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 2.7 WORK SITE shall promptly report to CUSTOMER and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 2.8 WORK SITE must secure CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with FOUNDATION's driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
 - i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- 6.2 Each party (CUSTOMER, WORK SITE, and FOUNDATION) agree to indemnify and hold harmless each other party (CUSTOMER, WORK SITE, and FOUNDATION) solely for claims or liabilities arising from gross negligence or willful misconduct.
- 6.3 FOUNDATION will provide and maintain workers' compensation insurance coverage for PARTICIPANTS.

7. Notices

- 7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

Mara Fleishman, CEO
Chef Ann Foundation
5485 Conestoga Court
Boulder, CO 80301
617-448-9351
mara@chefannfoundation.org

WORK SITE:



Amber Watson, RD, SNS
Director, Nutrition Services
Marysville Joint Unified School District
1919 B St
Marysville CA 95901
530-749-6178
awatson@mjsd.com

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER	WORK SITE
By: <u></u>	By: _____
Print Name: <u>Mara Fleishman</u>	Print Name: <u>Jennifer Passaghe</u>
Title: <u>Chief Executive Officer</u>	Title: <u>CBO</u>
Date: <u>Dec 7, 2021</u>	Date: _____
FOUNDATION	
By: <u></u> <small>JD Burchfield (Dec 6, 2021 16:24 PST)</small>	
Print Name: <u>JD Burchfield</u>	
Title: <u>Manager, Career Catalyst</u>	
Date: <u>Dec 6, 2021</u>	

Policy 0415: Equity

Status: Pending

Original Adopted Date: | Last Revised Date: 10/26/2021 | Last Review Date: 12/14/2021

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
20 USC 6311
20 USC 6312
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/vtLslshoozWGUAAbNL6kKkgxQ==>
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/qnyza73DSqicXQo1BS708A==
Website	California Safe Schools Coalition - https://simbli.eboardsolutions.com/SU/WemZSI34fz0YvWHUM4trDg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2iq5DcA2RawmY2VZ5FZQ==

Cross References

Description

0000	Vision - https://simbli.eboardsolutions.com/SU/UHPDUhR6A4GlzK8vB5cLUQ==
0000	Vision - https://simbli.eboardsolutions.com/SU/wjCAHplusDS7XVK25laVEWncg==
0100	Philosophy - https://simbli.eboardsolutions.com/SU/qUcN6YEXqXhiqTmLkw5wJQ==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/p9rC4p45dofOJDj7ke0uA==
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/kiubilay7JUPliHn3dg03A==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/UoIQX6i68xJBA1oSpS4pyA==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/6J3d8tYhplat4cAyloxovg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/qeJNgKHnqu05aVdpveHP6A==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/yEtWRplusnADRNvkkfhZrV8ig==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/iVugr0PWFqLlObs7YNizzw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/dvEdJjEmaPbCsGGny9BLFA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/qV2o7t6RM2WV8wWlWlftUA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/CkdK56mVeeT97PeO2zh9Tg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/ztRS3K6PtQVaaplusa5lZIVQw==
3100	Budget - https://simbli.eboardsolutions.com/SU/vMislshhOSsUn2xOXsPW9WFQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/t5Eulunn2pxD39Zblwplus1MQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/3nwijxXwxTvcbslshnUmQ7wg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/bYvOyBeCTbRywwlVR4kLUQ==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/hhvD7XXd43T2IO48nFUMg==
3600	Consultants - https://simbli.eboardsolutions.com/SU/FSe8OimXI3cUZNILNADsuA==
4113	Assignment - https://simbli.eboardsolutions.com/SU/CG4ySqT62WUDUKnCnVMeL9g==

4131	Staff Development - https://simbli.eboardsolutions.com/SU/P605goBlgsZIMBTMIcko3A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/gMwkvIplumXqQzLIJplusvTzicQ==
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/fDiaxmslshU4yoqBxj2aJPLsg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/W4qrsishW0okbp2NslshwGDR4dFA==
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/HpuMZx7BXzNgOpluswf8b61QQ==
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/IV0Q2Sl2v0SAIi4a2z1y8g==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/0plusdjS7RHilbLjBjVMHRXKA==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/SBc8HbzazRNslshcG4utTzn0A==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0lu94WTikBQyYM1Zlnv4slshA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/07Y79PzwtoaJqUYfdKDNHw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/slshggINA5plusuhNyS9rMAAtgSg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/tVTMCplusrXOGVvIxJBLWMslshiA==
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/yg7E5yJxVslsh7jDWT48vmB9Q==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/oX5UYDpgrN8gZYzJzo1WqA==

6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/keb3XSPCslshBQT3kihNXaoPw==
6178	Career Technical Education - https://simbli.eboardsolutions.com/SU/qde1lXslshL0V51Lsn92thLZQ==
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/xWUfOZoW5Ka824l2PQsUJA==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/hxOzFL5VGS1w4lF7U0E5nQ==

Marysville Joint Unified School District

ADMINISTRATIVE REGULATION AR 0415 EQUITY

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.

The Marysville Joint Unified Board of Education seeks to ensure that policies and practices produce equitable outcomes for all students, including those who identify as minority, students in special programs, Gifted and Talented, Advanced Learners, English Learners, and in poverty.

The district's mission, vision, and goals recognize that educational excellence for all students requires a commitment to addressing the needs of students who are excelling academically and those who require additional support.

We are committed to addressing the disadvantages in our education community in four areas:

1. Being an inclusive and welcoming environment for all students, staff, and their families
2. Addressing differences effectively within our students, staff and families
3. Mitigating opportunity gaps for all students
4. Facilitating effective academic, physical, creative, and social-emotional growth for all students

The following actions are intended to provide tangible steps for the implementation of the Equity Board Policy and the alignment of the policy with the District's Strategic Plan.

1. Foster and maintain a district-wide culture of inclusion and belonging for all students, staff, and their families
- a. District administrative leaders, certificated and classified staff, and School Board Members shall commit to learning about and embodying positive values and standing up for these values in daily interactions. Areas of learning include but are not limited to:
 - i. Exploring the influence of race and culture on one's personal and professional attitudes and behavior
 - ii. Examining the historical roots and contemporary manifestations of racial prejudice, discrimination and implicit bias
 - iii. Identifying ways to counteract bias and stereotyping
- b. Survey all students and their families to assess their needs to support district's planning
- c. Use disaggregated student data to inform equitable policy, planning, and resource development decisions

Adopted:

- d. Train administrators to have the knowledge and skills necessary to implement programs with an equity lens
- e. Adopt Restorative Practices district-wide as a strategy for improving school climate and to strengthen the social and emotional skills of and relationship among students, staff, and administrators
- f. Provide reporting systems for incidents and administering clear, transparent, and timely consequences, including restorative practices
- g. Teach, encourage, and model the responsible use of social media for all students, as well as informing students of the consequences of inappropriate posts

(cf. 5137 - Positive School Climate)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6162.5 - Student Assessment)

- 2. Advance the academic opportunities for all students at each levels within our school district
- 3. Adopt the use of hiring policies and procedures that are targeted to increase fairness in filling district vacancies (certificated, classified, contractors, and vendors), to the fullest extent allowable by law, with the goal of reflecting the diversity of our community
 - a. Ensure that all hiring and personnel policies and practices are consistent with equity goals
 - b. Review and update the hiring and retention policies with an equity lens to ensure intended and just outcomes
 - c. Develop programs that support the experience of all staff so that the district can improve retention, job satisfaction, and their psychological safety and well-being
- 4. Conduct a review of district-wide policies, procedures, and programs through a equity lens, revise these policies to reflect diversity values, and ensure these policies result in fair and just outcomes for all students, staff, and their families
 - a. Regularly conduct district policy, procedure, and program audits and evaluations with a focus on equity and diversity
 - b. Analyze and measure the impact of district policies, procedures, and programs using disaggregated demographic data to safeguard against disparate impact or unintended outcomes for students, staff, and their families
 - c. Conduct policy, procedure, and program evaluations by a diverse group of educational partners and present to the Board along with recommendations for next steps

Adopted:

- (cf. 6141 - Curriculum Development and Evaluation)
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
- (cf. 5137 - Positive School Climate)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

5. Invest and support the mental and physical well-being of all students, staff, and their families
 - a. Train staff on the use of Restorative Practices as a means for repairing harm caused by individuals
 - b. Train counselors and staff on how to support all students, including those who identify as minority, students in special programs, Gifted and Talented, Advanced Learners, English Learners, and in poverty.
 - c. Create networks to connect students and staff to resources they seek and need

- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 6164.2 - Guidance/Counseling Services)
- (cf. 6164.5 - Student Success Teams)
- (cf. 6179 - Supplemental Instruction)

6. Develop the District's Strategic Plan to include the Equity Policy
 - a. Recruit staff, students, and community members to be part of the development of the District's Strategic plan
 - b. Identify actions and services in the District's Strategic Plan that support the execution of the policies, procedures, and strategies identified in the Equity Board Policy and Administrative Regulation
 - c. Identify metrics in the District's Strategic Plan to evaluate the actions and services outlined aligned in the Equity Administrative Regulation
 - d. Evaluate the effectiveness of the action plans in the District's Strategic Plan for implementation of the Equity Board Policy and Administrative Regulation

7. Prioritize the allocation of the district's financial and human resources in a manner that results in equitable outcomes for all students, staff, and their families via district programs and support services

- (cf. 0440 - District Technology Plan)
- (cf. 3100 - Budget)
- (cf. 4113 - Assignment)
- (cf. 7110 - Facilities Master Plan)

Adopted: