



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

PUBLIC COMMENT

June 15, 2021

Open session begins at 5:30pm

Name: Jessica Maslan

Phone Number: 530-329-3125

E-mail Address: jessicamaslan@gmail.com

Topic:

Dear MJUSD board members,

Thank you for allowing me to (partially) present my research analysis on masks. It is unfortunate that I wasn't given the chance to finish, as there was very important information regarding the harmful effects both physically and psychologically with forcing kids to wear masks all day, every day.

I also can't help but feel belittled and insulted, especially by the president of the board. This discussion is extremely important to me, as well as to many other parents and teachers who are afraid to speak up. I spent many hours reviewing all of the available research about masks, and carefully narrowed down and highlighted areas of importance for you all to read.

To ensure you are aware, I was born and raised in Marysville, was the ASB president of Marysville High School from 2005 to 2006, went away for college, came back to be a contributing member to this town that I love, and now have been a property-tax paying resident in Loma Rica for over 10 years. As someone who helps fund my local school, I expect and deserve whatever time is needed to discuss this important issue.

I would like to thank Mr. Jeff Boom, Mr. Gary Cena, and Mr. Gary Criddle for your support and acknowledgment. Community members and parents value transparency, collaboration, and advocacy. I hope these are features that can be improved upon among this board.

1

I am conducting my own scientific study next week to measure the amount of bacteria that accumulate on the inside of a mask after being worn for multiple hours. I would like to present my research findings at the next school board meeting, as I am confident it will be both surprising and concerning to everyone. It would be great if I could be placed on the agenda again.

I will continue speaking at every school board meeting until you acknowledge the flaws in the "guidelines" we have been following. We need to use critical thinking when imposing such harsh mandates on our children, and it is clear the CDC and CDPH are not acting in the best interest of our youth. Incessant mask wearing has more harms than benefits. Please do your job.

Sincerely,

Jessica Maslan, BSN, RN

If you would like to participate by video instead of phone during the public comment section, you can do so by joining the Zoom session using this link:

<https://mjusd.zoom.us/j/92928423075?pwd=djVZTXo5bDd1dk9lcjNjWnRvd0lNUT09>

To join via phone, please call 1-669-900-9128. The meeting ID is 929 2842 3075.



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Business Services Department

Approval: [Signature]

Date: 7-1-21

Invoice Number **Invoice Date** **PO #**
INV-55648-H9X5N5 5/28/2021

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Ship To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	\$13,247.00	1.00	\$13,247.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	\$3,312.00	1.00	\$3,312.00	
Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: \$16,559.00

Total Paid: \$0.00

Balance Due: \$16,559.00

RECEIVED

JUN 24 2020

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-55648-H9X5N5	05/28/2021		\$16,559.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

3



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Business Services Department

Approval: PL

Date: 7-1-21

Invoice Number **Invoice Date** **PO #**
INV-56676-Q7M6K4 5/28/2021

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Ship To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2021 - 06/30/2022)	\$3,485.00	1.00	\$3,485.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	\$3,445.00	1.00	\$3,445.00	Net 30
WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access. You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.					

Total Invoice: \$6,930.00

Total Paid: \$0.00

Balance Due: \$6,930.00

RECEIVED

JUN 24 2020

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
101035	INV-56676-Q7M6K4	05/28/2021	Net 30	\$6,930.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

4

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Marysville Joint USD of Marysville, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

6

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Marysville Joint USD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

Date 6/2/2021

Title

Date

8

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	\$3,445 (Existing Service)
GAMUT Policy Plus	\$3,485 (Existing Service)
GAMUT Meetings	Currently not subscribed

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.¹ The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee ²	N/A
On Site Training Fee ³	N/A

California School Boards Association



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

6/2/2021

Date

Marysville Joint USD

Signature

Printed Name

Title

Date

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Penny Lauseng, Assistant superintendent Business Services
From: Gabriela Rios, Executive Director
Date: 7/20/2021

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Marysville Joint USD agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its Signature Parent Engagement Program for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of six weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE's Signature Program will be provided in eight-75-minute sessions, in which PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).
- C. Location: 2 Sessions for 6th to 12th Grade on ZOOM
- D. Session Dates: 1. September 28, 2021 to November 16, 2021
2. September 30, 2021 to November 18, 2021

Compensation: a flat fee of \$ 10,000 per Session. Total of \$20,000 for both sessions.
The minimum number of parents to open a class in any language is 15.

School funding: _____

Now Anything is Possible!

3641 Mitchell, suite H | Ceres, CA 95307
Telephone: 209-238-9496 Fax: 209-238-9495
www.piqe.org

Business Services Department

Approval: *[Signature]*

Date: 7-22-21

Copyright Protections: PIQE owns all products and all content in the program(s), including and without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* _____

I accept these services at Marysville Joint USD under the terms and conditions noted.

Penny Lauseng, Assistant superintendent BS

Date



Parent Institute Representative:

Gabriela Rios, Executive Director PIQE

Now Anything is Possible!

3641 Mitchell, suite H | Ceres, CA 95307
Telephone: 209-238-9496 Fax: 209-238-9495
www.piqe.org

12



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Penny Lauseng, Assistant Superintendent Business
From: Gabriela Rios, Executive Director
Date: 7/20/21

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Cedar Lane Elementary School agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its Parent Family Literacy P-3 Program for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE will provide families with The Family Literacy P-3 Program, and support families to learning via a virtual platform (Zoom).
- C. Location: ZOOM
- D. Session Dates: August 25, 2021 to October 13, 2021.

Compensation: a flat fee of \$10,000 flat fee.

The minimum number of parents to open a class in any language is 15.

School funding: ELSB

Now Anything is Possible!

1200 21 St. Suite B
Telephone: 661. 325. 5292 - M: 661. 529. 8415
www.piqe.org

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* _____

I accept these services at _ Cedar Lane Elementary School _ under the terms and conditions noted.

Penny Lauseng, Assistant Superintendent Business

Date



Parent Institute Representative: _____

Gabriela Rios, Executive Director PIQE

Now Anything is Possible!

1200 21 St. Suite B
Telephone: 661. 325. 5292 - M: 661. 529. 8415
www.piqe.org

CALIFORNIA SUMS INITIATIVE: SCALING UP MULTI-TIERED SYSTEM OF SUPPORT
(SUMS)
SCHOOL CONDITIONS AND CLIMATE PILOT SUB GRANT

This AGREEMENT is hereby entered into this 1st day of May 2021, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Marysville Joint Unified School District, 1919 B Street, Marysville, California 95901, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SUPERINTENDENT has received funding from the State of California, California Department of Education for the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems; and

WHEREAS, the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant requires SUPERINTENDENT to allocate a portion of the grant funds to Schools throughout the State of California; and

WHEREAS, District is specially trained, experienced and competent to perform the services required and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on May 1, 2021 and terminate on April 30, 2023, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term

1 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
2 accounting.

3 **2.0 SCOPE OF WORK.**

4 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the
5 following described work and DISTRICT hereby agrees to perform said work upon the terms and
6 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein
7 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all
8 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,
9 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

10 **3.0 COMPENSATION.**

11 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this
12 AGREEMENT for the period of May 1, 2021 through April 30, 2023 is an amount up to Eighty-Five
13 thousand dollars (\$85,000.00).

14 B. DISTRICT agrees to establish and maintain fiscal control and accounting procedures as
15 may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work
16 performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall
17 not be compensated unless and until funding is authorized. Any work performed prior to approval of
18 the State of California will be rendered on a voluntary basis and shall not be compensated unless and
19 until funding is authorized.
20

21 **4.0 BUDGET ALLOCATION.** Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant
22 funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT. No
23 monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used to
24 supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of Support
25 Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit

16

1 "B", "Proposed Initiative Budget Summary", which is attached hereto and incorporated herein by this
2 reference to this AGREEMENT. DISTRICT shall return the completed Budget Summary and invoice
3 along with the signed AGREEMENT. Once SUPERINTENDENT has approved DISTRICT's budget,
4 DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions where
5 an adjustment of funds in a line item are different from the originally approved budget by more than
6 ten percent (10%).

7 **5.0 PAYMENT AND INVOICING.**

8 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT fifty percent
9 (50%) of the total allocation in advance and the remaining fifty (50%) should be invoiced to
10 SUPERINTENDENT in quarterly installments after the initial 50% advance has been spent, with the final
11 invoice sent only upon completion of the deliverables, based on the maximum payment obligation
12 identified in Paragraph 3.0 Compensation of this AGREEMENT for providing the services and activities
13 hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed
14 DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant
15 to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in
16 connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by
17 SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT,
18 completed and approved Scaling Up Multi-Tiered Systems of Support (SUMS) Budget Form and
19 DISTRICT's invoice.
20

21 B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other
22 travel related expense reimbursement claims shall not exceed the travel policy and procedures of the
23 State of California. Travel and other related travel expenses shall be limited to those necessary for the
24 performance of this AGREEMENT. Travel outside of the State of California must be authorized in
25 writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

1 C. DISTRICT's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up Multi-
2 Tiered System of Support Statewide (SUMS) School Conditions and Climate Pilot Expenditure Report",
3 which is attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT.

4 DISTRICT shall submit the Expenditure Report by the following due dates:

5 1. For the period commencing May 1, 2021 and ending June 30, 2021:

6 Quarter 4: Due by July 30, 2021

7 2. For the period commencing July 1, 2021 and ending June 30, 2022:

8 Quarter 1 & 2: Due by January 31, 2022

9 Quarter 3 & 4: Due by July 30, 2022

10 3. For the period, commencing July 1, 2022 and ending April 30, 2023

11 Quarter 1 & 2: Due by January 31, 2023

12 Quarter 3 : Due by May 31, 2023

13 DISTRICT shall submit the Expenditure Report to:

14 SUMS_Fiscal@ocde.us

15 D. All DISTRICT Quarterly Budget and Expenditure Reports submitted to SUPERINTENDENT
16 shall be supported by source documentation including, but not limited to, ledgers, invoices, receipts,
17 receiving records, and records of services provided.

18 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT
19 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by
20 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days
21 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall
22 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been
23 made.
24

25 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with

18

any provision set forth in this AGREEMENT.

G. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. It is mutually agreed that if the current fiscal year covered under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount. SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed served on the date of mailing.

6.0 REPORTS.

A. DISTRICT shall submit to SUPERINTENDENT required reports or evidence that deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded funds.

B. DISTRICT shall be responsible for collecting all data required under this AGREEMENT pursuant to Exhibit "D", "Pilot Districts-Evaluation Measures & Data Collection Schedule", which is attached hereto and incorporated herein by this reference to this AGREEMENT DISTRICT will submit the collected data, along with a summary of activities, reasons for lack of progress toward attainment of objectives, if any, and explanation for major changes to the budget, if any; and other data required. DISTRICT shall be responsible for submitting data and outcome reports by the following due dates:

1. For the period commencing May 1, 2021 and ending June 30, 2021:

Feedback on technical assistance: Upon receipt of technical assistance

LEA Self-Assessment results: Due by June 30, 2021

Year-End Outcome Report (July-June): Due by July 31, 2021

2. For the period commencing July 1, 2021 and ending June 30, 2022:

Feedback on technical assistance: Upon receipt of technical assistance

SWIFT FIA scores: Due by October 31, 2021

School-wide implementation Tool Scores: Due by December 1, 2021

Mid-Year Outcome Report (July-December): Due by January 31, 2022

LEA Self-Assessment results: Due by June 30, 2022

Year-End Outcome Report (July-June): Due by July 31, 2022

3. For the period commencing July 1, 2022 and ending June 30, 2023:

Feedback on technical assistance: Upon receipt of technical assistance

SWIFT FIA scores: Due by October 31, 2022

School-wide implementation Tool Scores: Due by December 1, 2022

Mid-Year Outcome Report (July-December): Due by January 31, 2023

LEA Self-Assessment results: Due by June 30, 2023

Year-End Outcome Report (July-June): Due by July 31, 2023

DISTRICT shall be responsible for submitting data and outcome reports electronically and as assigned by SUPERINTENDENT.

C. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT, concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow DISTRICT thirty (30) calendar days to respond.

20

1 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

2 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage
3 records appropriate to the services provided and in accordance with this AGREEMENT and all
4 applicable requirements.

5 B. DISTRICT shall ensure appropriate financial records related to cost reporting,
6 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

7 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the
8 completion of the activities for which the funds are used and until audit findings are resolved, or due
9 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

10 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within
11 twenty-four (24) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all
12 information that is requested and provided by DISTRICT.

13 **8.0 INDEPENDENT CONTRACTOR.**

14 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall
15 be wholly responsible for the manner in which it performs the services required of it by the terms of
16 this AGREEMENT.

17 B. DISTRICT warrants that it has all necessary licenses required to perform the services
18 required by the terms of this AGREEMENT.

19 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
20 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
21 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
22 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
23 he/she and all his/her employees shall not be considered officers, employees or agents of
24 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
25

1 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
2 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
3 full responsibility for payment of all federal, state and local taxes or contributions, including
4 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

5 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,
6 consultants, or subcontractors as they relate to the services to be provided during the course and
7 scope of their employment.

8 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
9 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
10 to be SUPERINTENDENT's employees.

11 **9.0 INDEMNIFICATION.**

12 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its
13 Governing Board, and their officers, agents, and employees from liability and claims of liability for
14 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any
15 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of
16 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during
17 the period of this AGREEMENT.

18 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the
19 Orange County Board of Education and its officers, agents, and employees, from liability and claims of
20 liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
21 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
22 omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

23 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its
24 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
25

1 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
2 or supplying work services, materials, or supplies in connection with the performance of this
3 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
4 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

5 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
6 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
7 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
8 materials covered by copyright.

9 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all
10 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or
11 video recordings, in accordance with all applicable state and federal codes and regulations relating to
12 privacy and confidentiality as they now exist or may hereafter be amended or changed. The
13 confidentiality requirements under this paragraph shall survive the termination or expiration of this
14 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

15 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with
16 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore
17 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity
18 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably
19 results in any relative benefit to any organization or professional practice with which he/she is
20 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance
21 of duties and obligations required by this AGREEMENT, when compared to the result such act has on
22 any other organization or professional practice.

23 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all
24 federal and state statutes and regulations regarding the employment of aliens and others and to
25

1 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
2 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall
3 obtain, from all employees, subcontractors and consultants performing work hereunder, all
4 verification and other documentation of employment eligibility status required by federal or state
5 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
6 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall
7 retain all such documentation for all covered employees, subcontractors and consultants for the
8 period prescribed by the law.

9 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either
10 in whole or in part, without the prior written consent of SUPERINTENDENT.

11 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and, State of California or any other of their
12 authorized representatives, shall have access to any books, documents, and records, including but not
13 limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that are
14 directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or
15 conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such
16 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
17 this AGREEMENT, and the premises in which they are provided.

18 **16.0 LICENSES AND LAW.**

19 A. DISTRICT shall, throughout the term of this AGREEMENT, maintain all necessary
20 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the
21 services hereunder and required by the laws and regulations of the United States, State of California,
22 and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately
23 and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits,
24 licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination
25

of this AGREEMENT.

B. DISTRICT shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this AGREEMENT:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification or statement that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification or statement that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so comply.

2. Failure of DISTRICT to timely submit the data and/or certifications/statements required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from SUPERINTENDENT shall constitute grounds for termination of this AGREEMENT.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted

1 by federal and/or state statute.

2 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
3 nor permit any employee or agent to engage in discrimination in employment of person or provision
4 of services or assistance, nor exclude any person from participation in, nor deny any person the
5 benefits of, not subject any person to discrimination under any program or activity funded in whole or
6 in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on the grounds
7 of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status,
8 gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with Disabilities Act,
9 (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

10 **18.0 TERMINATION.**

11 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
12 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
13 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

14 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
15 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT
16 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default
17 advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from
18 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the
19 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of
20 services as of the date the notice of default is received or deemed received, whichever is earlier. In
21 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and
22 prosecute the same to completion by contract or otherwise. Also, in the event of termination for
23 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required
24 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that
25

26

1 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly
2 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or
3 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

4 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
5 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
6 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
7 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
8 termination of this AGREEMENT.

9 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
10 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
11 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
12 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
13 to the services performed under this AGREEMENT.

14 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
15 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
16 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
17 again constituting a violation of such term or condition.

18 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
19 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
20 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
21 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
22 may elect any of the following, if applicable:
23

24 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure
25 the default, or to commence to cure the breach and diligently pursue to completion the cure of the

breach within thirty (30) days of date notice is mailed; and/or

B. Discontinue payment and eligibility for payment to DISTRICT during the period in which DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those monies disallowed pursuant to the above offset authority; and/or

D. Withhold from any monies payable to DISTRICT sufficient funds to compensate SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the services required by this AGREEMENT.

23.0 NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

DISTRICT: Marysville Joint Unified School District
1919 B Street
Marysville, California 95901
Attn: _____

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT

28

with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.

26.0 AUTHORIZED SIGNATURES. The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

27.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT

BY: Penny Lauseng
Authorized Signature

PRINTED NAME: Penny Lauseng

TITLE: Assist. Supt. Business Services

DATE: 7-9-21

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: Patricia McCaughey

TITLE: Administrator

DATE: June 8, 2021

Marysville Joint USD -DistrictPilotAgreement2B-SUMS Grant(51749) 2021-2023
ZIP16

EXHIBIT "A"

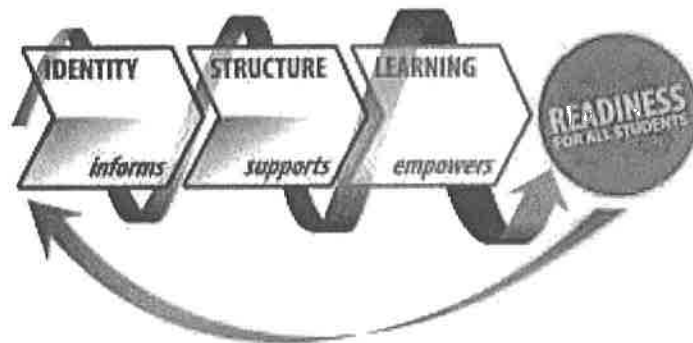


Exhibit A: Scope of Work

CA MTSS Pathway Certification Course and the Working School Level Approach

The visual below represents a working, school-level approach that supports the successful school-wide implementation of California's Multi-Tiered System of Support (CA MTSS) Framework. This approach is designed to prevent and address punitive discipline approaches that negatively affect, historically marginalized students of color, students who are homeless, students receiving foster care services, students who are LGBTQ+, students receiving services for an identified disability, and students who are socio-economically disadvantaged. When school systems are built to support students within their own community context, ALL students thrive.

The first iteration of the Working School-level Approach was developed by a group of 60 key education stakeholders including students, teachers, administrators, district leaders, county officials, researchers and others over a period of 9 months. The approach is intended to create or strengthen the necessary conditions and climate for supporting the academic, behavioral, and social-emotional development of students historically underserved and marginalized in our public schools.



Our Working School-level Approach is driven by the belief that schools must establish a shared vision for readiness that values academic, behavioral, and social-emotional learning outcomes and has been co-created by students and community members. Further, our approach recognizes and elevates the critical role “school identity” plays in driving the types of structures that support learning and is aligned with a holistic vision for student readiness. Establishing these two anchor points (Vision for Readiness and School Identity), with an emphasis on inclusive practices and authentic family/parent engagement, is essential for the implementation of a high-quality multi-tiered system of support.

As reflected in the visual above, the corkscrew arrow represents cycles of ongoing learning and growth as schools work to establish a coherent system where **identity** informs the **structures** that support the **learning** that empowers student **readiness**.

School Leadership Team (SLT)

This team should be made up of a broad set of key members of the school community that includes the site principal and other administrators, teachers, counselors, specialists, and support staff. The team may also include students, families, and community partners as members. However, regardless of students and families being officially on the School Leadership Team, there must be a regular and substantive student, family, and community partner input specific to strategy development and critical decisions. This collective group is responsible for leading school level change and implementation of CA MTSS to support students not historically served well by the school site. Over a 2-year period, Site Leadership Teams will engage in a process that builds a 5-year implementation game plan that supports the development of a shared school identity, that informs the organizational structures that support the approaches to learning that empower student readiness for life beyond their PK-12 journey.

The Administrator will be responsible for:

- Meeting weekly or bi-weekly with the assigned coach for support with implementation of CAMTSS
- Identifying the appropriate and eligible staff to participate in the CA MTSS Pathway Certification course.
- Setting up a pacing guide for his/her staff to complete the course within the two-year period
- Ensuring 90 percent of the identified staff complete the course with satisfactory results.
- Facilitating the completion and submission of the SIT and the FIA once a year.
- Completion and submission of the Mid-Year and End of Year Outcome reports
- Working with the appropriate district staff to develop and monitor the grant budget.
 - Funds can be used for any of the following strategies
 - stipends for staff to complete the course outside of their work day
 - to support release time and offset substitute costs to allow staff to complete the course during the work day and engage in team meetings for implementation of CAMTSS
 - additional professional development needs once the course is completed by all staff

The SLT will be responsible for:

- Meeting monthly to share learning gained from the CA MTSS Pathway Certification Course
- Developing an understanding of the Working Approach by intentionally mapping out identity, structures, learning, and readiness within your school and community
- Creating a map to show how the Working Approach will be implemented and support MTSS implementation
- Collaborating with District Leadership Team to inform district-wide strategy for supporting school-level implementation
- Providing feedback (and relevant data) to the Leadership Coaching Team related to services that support historically underserved student groups (race, class, gender, socio economic, sexuality, (dis)ability, language, and immigration/citizenship status)
- Demonstrate a willingness and desire to be part of a community of practice that includes pilot sites from participating CA MTSS districts across the state
- Work with research consortium partners from the UCLA Center for the Transformation of Schools for periodic school visits, interviews and focus groups
- Voluntarily participate in research associated with the research consortium to inform equity change models for school climate and student learning
- Attend CA MTSS Professional Learning Institute July 20-22, 2021
- Attend CA MTSS Professional Learning Institute July 2022 Dates TBD

District Leadership Team (DLT)

This team is made up of key district staff that are responsible for providing implementation support. They will focus on creating district-level conditions that will ensure the sustainability of school-level transformation and change.

The DLT will be responsible for:

- Attending and supporting SLT meetings (monthly minimum) with focus on implementation of CAMTSS
- Participating in the Leadership Coaching Team meetings
- Attending on-site coaching days and virtual check-in meetings
- Identifying and addressing policy and practices at the district level
- Assisting with school-level data collection and analysis
- Identify a main point of contact to help manage research associated with the grant and the UCLA Center for the Transformation of Schools Incorporating MTSS into LCAP related activities and outcomes
- Including local measures specific to outcomes for historically underserved groups of students (race, class, gender, socio-economic, sexuality, (dis)ability, language, and immigration/citizenship status)

Leadership Coaching Team (LCT)

This team is made up of individuals affiliated with local county offices who support the selected school sites along with representatives from the partner agencies including the Butte County Office of Education (BCOE), the Orange County Department of Education (OCDE), the Center for the Transformation of Schools (CTS) at UCLA, and key staff from participating districts. The team's primary role is to assist the School Leadership Team in applying the Working School-level Approach for CAMTSS.

The LCT is responsible for:

- Partnering with the SLT and DLT
- Supporting SLT in identifying their strengths and opportunities for growth through the use of self-assessment aligned with CA MTSS Framework and the Working School-level Approach
- Assisting the SLT in setting goals, determining effective practices, creating action plans, and monitoring progress
- Assisting the SLT in developing flexible, universally designed learning environments that support the needs of all students
- Incorporating findings from research to improve the efficacy of SLT and DLT
- Providing ongoing tailored feedback and support to inform school-based efforts
- Identifying ways to build school-level capacity to change patterns of school behavior that can negatively impact students and educators (e.g. teaching bias, low expectations, discipline practices, professional collegiality, working conditions) and foster and reinforce positive, healthy aspects of school culture including roles, rituals, traditions, and values

EXHIBIT "B"

Proposed Initiative Budget Summary
California Scale-Up MTSS Statewide (SUMS) Initiative
School

Exhibit "B"

School Climate Pilot Sub-Grant

LEA

Lead LEA Name:

Fiscal Agent Contact Name & Email:

This budget should list all initiative expenditures for grant funds for the proposed initiative's three years. Add additional rows as needed.

Object Code	Object of Expenditure	Proposed Expenditures		Total Proposed Expenditures
		FY 2020-21	FY 2021-22	
1000-1999	Certificated Salaries			\$0.00
2000-2999	Classified Salaries			\$0.00
3000-3999	Employee Benefits			\$0.00
4000-4999	Books and Supplies			\$0.00
5000-5999	Services and Other Operating Expenditures			\$0.00
SUBTOTAL		\$0.00	\$0.00	\$0.00
	Indirect Costs (%) Cannot exceed approved CDE rate			\$0.00
TOTAL		\$0.00	\$0.00	\$0.00

35

EXHIBIT "C"



Scaling Up Multi-Tiered Systems of Support (SUMS)

Improving Systems of Academic and Behavioral Supports (ISABS)

School Climate Pilot Sub-Grant

EXPENDITURE REPORT

From the Office of
Christine Olmstead
Date _____
☐ Approved
☐ Needs Revision

Return completed report form to:
SUMS_Fiscal@ocde.us

Check Quarter for this report:
☐ Quarter 1 & 2 Due January 31, (Year)
☐ Quarter 3 & 4 Due July 31, (Year)

District
Address
Address

CATEGORY	CURRENT YEAR APPROVED BUDGET	ACTUAL EXPENDITURES		
		QUARTER 1 & 2 July 1 - Dec 31, (Year)	QUARTER 3 & 4 Jan 1 - June 30, (Year)	Year-to-Date Total Expenditures Remaining Current Year Allocation
1000 Certificated Salaries				-
2000 Classified Salaries				-
3000 Employee Benefits				-
4000 Books & Supplies				-
5000-5999 Services and Other Operating				-
7000 Indirect Charges (*See note below)				-
Indirect Rate: %				-
Totals		\$ -	\$ -	\$ -

Submit Expenditure Report with a copy of a general ledger. See MOU for a list of acceptable documentation. An Expenditure Report must be submitted even if there were no expenditures in the Quarter.

* **INDIRECT COST RATE FOR YEAR** : Per CDE approved indirect rate.

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. **All signatures are required.**

Coordinator Name and Title	Email	Phone Number	Coordinator Signature	Date
			X	
Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature	Date
			X	

Submit Budget and Expenditure Invoice with required back-up documentation of reported expenses to SUMS_Fiscal@ocde.us

EXHIBIT "D"

Pilot Districts - Evaluation Measures & Data Collection Schedule

Data Collection 4-Year Annual Schedule (May 1, 2021-April 30,2023)

School-level teams: <ul style="list-style-type: none"> • Technical Assistance Feedback Survey • SWIFT FIA by October 31 • Schoolwide Implementation Tool by Dec 1 • School Climate Survey annually to multiple stakeholders (staff, students, families) • Year-End Outcome Report by July 31 	District teams: <ul style="list-style-type: none"> • LEA Self-Assessment by June 30 Coaches: <ul style="list-style-type: none"> • Coaching conversations/notes
---	--

Coaching conversations/notes

- Coaches will report monthly (at minimum) the amount and types of technical assistance/coaching provided to sites

Technical Assistance Feedback Survey

- Online survey that captures site feedback on 1) Coaching and technical assistance quality, relevance, and usefulness, and 2) to measure changes in confidence or efficacy to a) implement envisioned changes, b) access resources to bring about changes, and c) build capacity to transform and sustain

SWIFT-Fidelity Integrity Assessment (FIA)

- To examine the current status of schoolwide practices that successfully include all students who live in the school community
- Self-assessment conducted by the site, can be completed within 1 day

Schoolwide Implementation Tool (SIT)

- To examine the current status in addressing the four domains necessary for schools to improve their climate and culture
- Self-assessment conducted by the site, can be completed within 1 day

LEA Self-Assessment (LEASA)

- To identify the current status of systemic practices/components of effective district systems
- Self-assessment completed by the District Leadership Team (DLT), can be completed within 1 day

Year-End Outcome Reports

- To capture qualitative information of sites' progress in fostering positive school climate and conditions, improving pupil-teacher relationships, increasing pupil engagement, and promoting alternative discipline practices. Must describe how efforts will be sustained after the grant period ends. For example, efforts are incorporated into the LEA's LCAP.
- To capture latest School Climate information and data including, name of the survey/tool, copy of the items/questions, dates of administration and with which grades/stakeholders, results or reports showing progress over time, and data files (if requested). May use the same School Climate measure as reported for the local indicator of the CA School Dashboard.
- To capture student level data for each participating site. Please provide 3 data files (.xlsx or .csv files) with the following information. All information will be kept confidential.

1. Suspension data by student – each row would represent one student who received a suspension

Columns	Values
A. Student's District ID #	Numeric
B. Grade level	Numeric
C. Gender	M = Male F = Female
D. Race/Ethnicity	Asian Black or African-American Filipino Hispanic or Latino Pacific Islander White Two or More Not Reported
E. Student's disability status	Y = Yes N = No
F. Student's economically disadvantaged status	Y = Yes N = No
G. Student's English Learner status	Y = Yes N = No
H. Student's homeless status	Y = Yes N = No
I. Student's foster youth status	Y = Yes N = No
J. Total suspensions student received	Numeric
K. # Violent Incident (Injury)	Numeric
L. # Violent Incident (No Injury)	Numeric
M. # Illicit Drug Related	Numeric
N. # Defiance Only	Numeric
O. # Other Reasons	Numeric

2. Discipline referral data by student – each row would represent one student who received a referral (not resulting in suspension or expulsion)

Columns	Values
A. Student's District ID #	Numeric
B. Grade level	Numeric
C. Gender	M = Male F = Female
D. Race/Ethnicity	Asian Black or African-American Filipino Hispanic or Latino Pacific Islander White Two or More Not Reported
E. Student's disability status	Y = Yes N = No
F. Student's economically disadvantaged status	Y = Yes N = No

Columns	Values
G. Student's English Learner status	Y = Yes N = No
H. Student's homeless status	Y = Yes N = No
I. Student's foster youth status	Y = Yes N = No
J. Total referrals student received	Numeric
K. # Fighting or Aggression	Numeric
L. # Theft	Numeric
M. # Cheating	Numeric
N. # Disruption or Defiance	Numeric
O. # All other categories	Numeric

3. Special Education referrals – each row would represent one student who was referred for Special Education

Columns	Values
A. Student's District ID #	Numeric
B. Grade level	Numeric
C. Race/Ethnicity	Asian Black or African-American Filipino Hispanic or Latino Pacific Islander White Two or More Not Reported
D. Student's qualification for Special Education status	Y = Yes N = No



EDUCATION ADVANCED

Education Advanced, Inc
2702 E. Fifth St, #372
Tyler, TX 75701
(903) 858-4497
accounts@educationadvanced.com
<http://www.educationadvanced.com>

Sales Rep Stephen Ford

Bill To Name Marysville Joint Unified
Bill To 1919 B St.
Marysville, CA 95901
USA

Quote Number 00002859
Created Date 6/16/2021
Expiration Date 9/30/2021

Product	Line Item Description	Sales Price	Quantity	Total Price
Cardonex Implementation, Training, & Technical Assistance		\$8,750.00	1.00	\$8,750.00
Cardonex Subscription Renewal	School Year 2021-2022	\$7.00	4,986.00	\$34,902.00

Quote for Services has been submitted for your approval. Terms of agreement for services will be governed by Company's Subscription Services Agreement.

Subtotal \$43,652.00
Discount 0.00%
Total Price \$43,652.00

Notes Please send PO to
accounts@educationadvanced.com

Quote Acceptance Information

Accepted By _____
Signature _____
Accepted Date _____

Business Services Department

Approval: PK

Date: 7-9-21



APPLICATION LICENSE AND SUPPORT AGREEMENT Catapult Connect

THIS APPLICATION LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into as of August 1, 2021 ("Acceptance Date"), by and between Marysville Joint Unified School District ("Client"), whose principal administrative address is 1919 B Street, Marysville, CA 95901 and DIVERSE NETWORK ASSOCIATES, INC., a California corporation, dba "CATAPULTK12" ("Company"), whose principal administrative address is 5098 Foothills Blvd, Ste 3-396, Roseville, CA 95747. Client and Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Agreement consists of the following:

1. This Application License and Support Agreement;
2. EXHIBIT 'A' - Catapult Connect Overview;
3. EXHIBIT 'B' - Catapult Connect Professional Services Agreement; and
4. EXHIBIT 'C' - Catapult Connect Signed Quote

WHEREAS, Company has developed a web-based application branded as "Catapult Connect" ("PRODUCT") which provides educational facilities with a parent/staff mass communication solution;

WHEREAS, the PRODUCT is designed to obtain and use information from Client's STUDENT INFORMATION SYSTEM ("SIS") to provide a communication tool for administrators, teachers, staff, and parents by using the Company's proprietary web-based and/or phone based solution to send communications by various methods, including but not limited to, voice, email, text, social media, website alerts, push notifications, and/or announcement updates;

43

Business Services Department
Approval: PL
Date: 6-17-21



WHEREAS, the Company has agreed to grant the Client a non-exclusive license to use the PRODUCT and associated support, upgrades and SERVICES as provided in this Agreement, and to provide certain SERVICES to the Client in respect of delivery of technical support and training upon the terms and conditions of this Agreement..

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

In this Agreement unless the context otherwise requires:

'ADDITIONAL CHARGES' means the charges for additional work that are not included in the ANNUAL SERVICE FEE which shall be at \$75.00 per hour for general labor and \$100 per hour for programmer and/or IT labor. Under no circumstances shall Company perform additional work not included in the ANNUAL SERVICE FEE without prior written consent of Client.

'ANNUAL SERVICE FEE' means the fee or fees for the setup, training, license and use of the PRODUCT as provided in the CATAPULT CONNECT PROFESSIONAL SERVICES AGREEMENT, attached as EXHIBIT 'B', incorporated herein as the same may be changed in accordance with Paragraph 3 below.

'NEW RELEASE' means any improved, modified or corrected version of the PRODUCT.

'PROGRAM DOCUMENTATION' means any instruction manuals, USER guides and other information to be made available from time to time during this Agreement by the Company at its discretion in either printed or in a readable form available online to the Client. **'PROGRAM OVERVIEW'** means the CATAPULT CONNECT OVERVIEW, attached as EXHIBIT 'A'.

'PUPIL RECORD(S)' means any information directly related to a pupil that is maintained by the Client through the use of the PRODUCT.

'SERVICES' means the provision of training, data installation, and Technical Support provided by Company in accordance with this Agreement as detailed below.

"STUDENT INFORMATION SYSTEM" or "SIS" means the program and/or database of the Client which contains information on its student body.

'SIGNED QUOTE' means the CATAPULT CONNECT PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit C.

'USER' or 'USERS' means any person or persons from the District, who use the PRODUCT.



2. Grant of License & Provision of Services

The Company in consideration of the payment by the Client of the ANNUAL SERVICE FEE in accordance with Paragraph 3 below hereby:

(i) grants to the Client a non-exclusive license to use the PRODUCT (and where appropriate the PROGRAM DOCUMENTATION) and to possess and refer to the PROGRAM DOCUMENTATION; and (ii) undertakes to the Client to provide the SERVICES upon the terms and conditions of this Agreement.

3. Annual Service Fee

3.1. The ANNUAL SERVICE FEE shall be levied by the Company as provided in the SIGNED QUOTE. Other discounts and offers may be detailed in the SIGNED QUOTE. The ANNUAL SERVICE FEE, defined in the SIGNED QUOTE, will be billed at the start of Acceptance Date or within two months of signing this agreement, whichever comes first. In the event of cancellation or default in payment, the PRODUCT will be suspended and taken offline. A fee may apply to reinstate the PRODUCT.

3.2. The ANNUAL SERVICE FEE shall include: (a) training to use and manage the PRODUCT; (b) initial setup; (c) unlimited use of the PRODUCT during the term of this Agreement; (d) unlimited technical support, as provided herein; and, (e) free upgrades and support to any new and modified versions of the PRODUCT throughout the term of this Agreement, as provided herein.

3.3. After the Initial Term, the Company shall be entitled to change the ANNUAL SERVICE FEE not more than once in every successive period of twelve (12) months during any extended term of this Agreement upon giving not less than sixty (60) days' notice thereof to Client.

3.4. Any ANNUAL SERVICE FEE not paid within sixty (60) days of the due date shall be considered late and automatically subject to a late charge equal to 2.0% of the amount of the delinquency per month, plus a \$100 late fee. All payments will be first applied to past due balances.

4. Term of Agreement and Additional Term(s)



Unless otherwise stated in the SIGNED QUOTE, the "Initial Term" of this Agreement shall be a period of twelve (12) months. At the end of the Initial Term, this Agreement shall automatically renew for a period of twelve (12) months between Company and Client ("Additional Terms") unless either party sends the other party a written notice of termination at least thirty (30) days prior to the expiration of the then- current term. The terms of this Agreement shall apply to any Additional Terms. The sum of the Initial Term and Additional Terms shall not exceed ten (10) years except by a mutual written agreement.

5. Installation, Setup & Use

5.1. The Parties acknowledge that the proper function and utility of the PRODUCT requires that PUPIL RECORDS be made available to Company through Client's SIS. In order to protect and safeguard any PUPIL RECORDS obtained by Company, Company has developed a strict set of policies and integrated security technologies into the PRODUCT. Any PUPIL RECORDS obtained by Company shall be password protected on the PRODUCT and under no circumstances shall any PUPIL RECORDS be made available to the public by Company.

Company and Client agree that the PRODUCT shall only use the data which constitutes the PUPIL RECORDS and only in the ways prescribed in this Agreement. Prior to Client's use of the PRODUCT. Client is required to provide Company with access to its SIS for the purpose of extracting PUPIL RECORDS to enable Company to set up Client's account in the PRODUCT. Client agrees to diligently cooperate with Company through Company's designated contact person and provide Company with access to Client's SIS. It is the responsibility of Client to provide the particular formatting, size, quality and file types necessary to integrate into the PRODUCT and only provide the information on students which is necessary for the proper function of the PRODUCT. The Client shall communicate to the Company upon the date hereof, the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by the Company of the SERVICES during the term(s) of this Agreement. The Client shall forthwith inform the Company of any change in the identity or contact information for the contact person.

5.2. Any time PUPIL RECORDS are extracted from Client's SIS, Company and Client shall review its content to ensure that the PUPIL RECORDS do not include unnecessary confidential information of any students. Once Company has confirmed that the PUPIL RECORDS obtained from Client's SIS does not contain unnecessary information of any students, Company shall transfer and upload the PUPIL RECORDS to the PRODUCT and the Client shall appoint such



person who shall hold administrator privileges ("District Administrator"). The District Administrator shall be given password-protected access to the PUPIL RECORDS and shall be solely responsible for granting similar administrator privileges to other staff in the District, in its discretion. The PRODUCT includes customary password-protected access and other customary data protections. Company shall not access, alter, modify edit or disclose any PUPIL RECORDS in accordance with Section 25 herein.

5.3. The ANNUAL SERVICE FEE includes initial setup and training as provided in the SIGNED QUOTE. Additionally, the ANNUAL SERVICE FEE includes Client access to any Wizard, self-help, FAQ's or other written materials that Company may create from time to time, without additional cost, and as otherwise provided in Section 6, below.

6. Technical Support

6.1. Beginning on the Acceptance Date and for the duration of this Agreement, the Company shall provide the initial setup as provided in the SIGNED QUOTE, and training as provided in Section 6.2, and ongoing Standard Technical Support (defined in Section 6.3).

6.2. Client may request direct training for the initial setup, which is included at no additional fee. The purpose of the direct training is to "train the trainers", such that Client should select people to be trained who in turn can re-train other personnel of the school/district. Company reserves the right to conduct the training in-person or by videoconference, or by other similar means or methods. Limitless training on the PRODUCT is not included. The Company will provide additional training at its standard training rate.

6.3. Standard Technical Support shall consist of advice by telephone or email on the access and use of the PRODUCT, and training on any upgrades during the term of this Agreement. There are no minimum hours, set schedule or maximum response periods guaranteed.

6.4. In the event of a bug or defect, Client shall supply in writing to the Company a detailed description of any fault requiring technical support and the circumstances in which it arose forthwith upon becoming aware of the same. Company shall take reasonable efforts to fix the bug or defect in a reasonable period of time, which shall be within seventy-two (72) hours or less.



6.5. Notwithstanding anything to the contrary in this Agreement, if Company and Client reasonably determine that the bug or defect is caused in whole or in part as a result of Client's equipment, use, or special needs, then Company shall have the right to impose ADDITIONAL CHARGES for any time incurred to cure or fix the bug or defect. If ADDITIONAL CHARGES are necessary, Company shall provide Client with a written description of the cause of the bug or defect requiring such ADDITIONAL CHARGES, a description of the required work, the estimated time to complete such work and the per hour rate for such work. Under no circumstances shall Company perform additional work not included in the ANNUAL SERVICE FEE without prior written consent of Client.

7. Property Rights and Confidentiality

7.1. The PRODUCT, including the CONNECT APP, software, written materials, logos, methods, names, pricing, PROGRAM DOCUMENTATION and processes (collectively, "Intellectual Property") contain confidential information of the Company and all copyrights, trademarks and other intellectual property rights are the exclusive property of the Company.

7.2. The Client shall not divulge, circulate, or otherwise misappropriate the Intellectual Property of Company, and shall not reverse compile, copy or adapt the whole or any part of the Intellectual Property except as is expressly authorized by this Agreement; nor shall Client remove or alter any copyright or other proprietary notice on any of the Intellectual Property.

7.3. The Client shall: (a) keep confidential the Intellectual Property and limit access to the same to those of its employees, agents and subcontractors who either have a need to know or who are engaged in the proper Use of the Intellectual Property; (b) notify the Company immediately if the Client becomes aware of any unauthorized use of the whole or any part of the Intellectual Property by any third party; and (c) without prejudice to the foregoing take diligent steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company.

7.4. The Client shall inform all relevant employees, agents and subcontractors that the Intellectual Property contains confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Client shall take all such steps as shall be necessary to ensure compliance by its employees, agents and subcontractors with the provisions of this Paragraph 7.



7.5. Company owns all right, title and interest in the PRODUCT and related documents and SERVICES related to this Agreement, except for those rights specifically granted to Client herein. In the event that Company makes any custom or modified versions of the Intellectual Property at the request of Client, or which is needed to accommodate the special needs of Client, Company shall be deemed to be the sole and exclusive owner of all right, title and interest in the custom or modified items; provided that, Client shall have a non-exclusive license to use the custom or modified items during the term of this Agreement.

7.6. Company shall take commercially reasonable steps to ensure the confidential information in the SIS, or any other Client-provided confidential information, is safeguarded against unlawful uses by non-Client parties.

8. Warranties & Limitations

8.1. The Company hereby warrants to Client that:

(a) the Company is the owner of the PRODUCT, including the CONNECT APP (or has the right to grant to Client the license to use the PRODUCT, CONNECT APP and related materials) in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;

(b) subject to the limitations in this Agreement, and subject to the right to cure or fix any bug or defect, the products or SERVICES referenced in this Agreement will operate substantially as contemplated by this Agreement, in that Client shall be able to use the PRODUCT substantially as intended, provided that this warranty does not warrant against downtime, bugs, hackers, time for updating, time for installation, and the like; but provided further, that Company shall apply commercially reasonable efforts to avoid or remedy unwanted downtime as provided in this Agreement and the Terms and Conditions in EXHIBIT 'B', Catapult CONNECT Professional Services Agreement. Company understands that Client expects to use the PRODUCT to distribute important messages to the school community, and enlist Company for various support in the setup and use of the PRODUCT for its administrative purposes.. Company represents and warrants that the PRODUCT will operate reasonably within the parameters established by this Agreement and the PROGRAM OVERVIEW.



8.2. The Client shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty, which in no case shall be longer than twenty-four (24) hours from the date of discovery or the date it should have reasonably been discovered with diligent due care.

8.3. THE WARRANTIES SET FORTH ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL

OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION THAT THERE ARE: (a)

NO WARRANTIES THAT THE PRODUCT IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH

ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY DISCLAIMED; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN ARE EXPRESSLY DISCLAIMED, SUCH THAT ALL PRODUCTS AND SERVICES ARE LICENSED, OFFERED AND USED ON AN "AS-IS" BASIS.

8.4 Limitation of Liability. For valuable consideration, and notwithstanding anything to the contrary in this Agreement or the exhibits, Client agrees that Company's liability, if any, arising out of or in connection with the access to, use, or performance of the PRODUCT, or this Agreement, shall be limited to recovery of any ANNUAL SERVICE FEES paid under this Agreement, and that Client acknowledges and accepts these limitations as they are a material inducement to Company in agreeing to enter into this Agreement and to offer the price and other terms herein. In the event of any breach of this Agreement by Company, Client agrees that it shall issue a notice to Company with facts sufficient to show the breach and matters required to cure the breach (if such breach is curable), at which time Company shall have 15 business days to cure the breach (if such breach is curable), and only if Company does not cure the breach, then Client may seek recovery as provided in this Agreement, always limited to the cap on liability and damages under this Section 8.4.

9. Indemnification



9.1 Client agrees to defend, indemnify, and hold harmless Company from any and all claims, damages, liabilities, losses, and expenses, including actual attorneys' fees and costs, arising out of or in any way resulting from acts or omissions of Client, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement, which Company may sustain from any cause including, but not limited to, bodily injury, including death, sustained by any person or persons, including employees of Client, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of the Client, whether active or passive, its or their agents, employees, contractors, subcontractors, or other persons, except for liability resulting from the sole or active negligence, or willful misconduct of Company, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement. Client's agreement and obligation under this paragraph include, but are not limited to, defense and indemnity for any claim, suit, complaint, or cross-complaint which may be brought against Company by any person or organization in conjunction with this Agreement.

10. Intellectual Property Rights of Others

10.1. In the event of any claims by third parties of Intellectual Property infringement by the Company, Company shall be entitled at its own expense and option either to:

- (a) procure the right from such third party for the Client to continue using the materials claimed to infringe and keep this Agreement in full force and effect;
- (b) make such alterations modifications or adjustments to the PRODUCT, including the CONNECT APP or other infringing element so that they become non-infringing without incurring a material diminution in performance or function and keep this Agreement in full force and effect; or
- (c) replace the PRODUCT Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function and keep this Agreement in full force and effect.

10.2. If the Company in its reasonable judgment is not able to exercise any of the options set out in Paragraph 10.1 above within ninety (90) days of the date it received notice of the



Intellectual Property infringement, then this Agreement shall be terminated without any further force or effect and Company shall not be liable for any damages to Client except that Client shall be relieved of any further obligations under this Agreement except the obligation to return all Intellectual Property to Company.

10.3. Company shall indemnify, defend, and hold harmless Client, its Board of Education, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) resulting from any judgment or proceeding in which it is determined or any settlement contract arising out of the allegation, that Company furnishing or supplying Client with Software and/or SERVICES under the Contract or the Client's use of the Company PRODUCT under the Contract constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party ("Third Party Rights"). The foregoing shall not apply unless Client has informed Company as soon as practicable of the suit or action alleging such infringement. Client retains the right to participate in the defense against any such suit or action. Client agrees to provide Company with prompt notice of any such claims and to permit Company to defend any claim or suit, and that it will cooperate fully in such defense. Client reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. No limitation of liability set forth elsewhere in the Contract, if any, is applicable to Intellectual Property Indemnity. Should the Company PRODUCT or the operation thereof become or, in Company's opinion, appear likely to become, the subject of a claim of infringement or violation of Third Party Rights, the Client shall permit Company at its option and expense either to procure for the Client the right to continue using the Company technology or to replace or modify it with non-infringing software with equivalent or better functionality that is reasonably satisfactory to the Client.

10.4 Company respects the intellectual property rights of others and expects USERS of the PRODUCT to do the same. Company will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If USER believes that USER'S copyrighted work has been copied without USER'S authorization and is available on or in the PRODUCT in a way that may constitute copyright infringement, USER may provide notice of USER'S claim to the Company as outlined in the Company copyright policy, below.



10.5 Copyright Policy. If any USER or person believes that any material on the PRODUCT violates this agreement or USER'S intellectual property rights, that person should notify Company as soon as possible by sending an email to Company with information supporting the belief of infringement, and in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) USER'S contact information, including USER'S address, telephone number, and an email address; (v) a statement by USER that USER has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that USER is authorized to act on behalf of the copyright owner. Company reserves the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, Company will also terminate Client's Account if the USER is determined to be a repeat infringer of Client.

11. Later Versions

Client shall be entitled to access and use of any upgrades to the PRODUCT, including the CONNECT APP, without costs so long as Client is in good standing and has faithfully performed the terms and conditions of this Agreement (generally, "Later Versions"). However, Later Versions shall not include add-ons, new features and other pay-per-use features that are charged by use in the discretion of Company.

12. Termination

12.1. This Agreement may be terminated:

- (a) at the expiration of a then-current term;
- (b) by Company if the Client fails to pay an ANNUAL SERVICE FEE when due after giving Client thirty (30) days' notice to cure the late payment;
- (c) forthwith by either party if the other commits any material breach of any term of this Agreement; or



(d) as otherwise provided in this Agreement.

12.2. Any termination of this Agreement pursuant to this Paragraph shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. There is no partial refund of fees as provided in this Agreement upon an early termination by Client.

12.3. In the event of a dispute between the parties as to performance of the PRODUCT, interpretation of this Agreement, or payment of nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Company agrees not to cancel or disrupt Client's access to and use of the PRODUCT and all related SERVICES. If the dispute is not resolved, Company shall give notice of termination and will continue to allow Client access to and use of the PRODUCT and all related SERVICES for a period of sixty (60) days from the time Client receives notice of termination. The parties may agree in writing to submit any dispute between the parties to arbitration.

12.4. Termination for Convenience. The Client may terminate this Agreement for its convenience at any time provided that Client first provided Company with at least thirty (30) days written notice of such termination for convenience.

13. Force Majeure

13.1. Company shall not be liable, nor shall this Agreement be terminated, for any breach of its obligations hereunder resulting from causes beyond its reasonable control. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure as described by Civil Code Section 1511, which cannot through reasonable efforts (not including litigation) be overcome or substantially mitigated by the affected Party. It shall include, without limitation, power interruptions or outages; fires, strikes (of its own or other employees), insurrection or riots, embargoes, and interference by civil or military authority (an "Event of Force Majeure").



13.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

13.3. If an Event of Force Majeure shall continue for more than seven (7) days, the ANNUAL SERVICE FEES shall be abated until such time as SERVICES are restored; or in the election of Company, if the time, costs or problems encountered to fix the Event of Force Majeure are too costly or otherwise not acceptable, Company may terminate this Agreement without any further obligation and without liability to Client unless Company was the actual cause of the Event of Force Majeure.

14. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15. Notices

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class regular mail or by facsimile transmission (such facsimile transmission notice to be confirmed by letter mailed within twelve (12) hours) to the address or to the facsimile number of the other party set out in the SIGNED QUOTE of this Agreement (or such other address or numbers as may have been notified).

16. Invalidity and Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or



unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

17. Entire Agreement

The Company shall not be liable to the Client for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this Agreement other than those representations, agreements, statements or undertakings confirmed by a duly authorized representative of the Company in writing or expressly incorporated or referred to in this Agreement.

18. Successors

This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

19. Assignment and Sublicensing

The Client shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Intellectual Property without the prior written consent of the Company.

20. Headings

Headings to Paragraphs in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

21. Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree to submit to the nonexclusive jurisdiction of the California courts. Venue shall be in Placer County, California.

22. Miscellaneous



The recitals are incorporated into this Agreement. Time is of the essence. Neither party shall have a presumption of ambiguity placed in their favor, and the parties have both had an opportunity to review and negotiate the terms hereof, and they both expressly disclaim any presumptions in the interpretation or construction of this Agreement.

23. Insurance.

Company agrees to carry and maintain, throughout the term of this Agreement, comprehensive commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect Company and Client against liability or claims of liability which may arise out of this Agreement. Company further agrees to carry and maintain, throughout the term of this Agreement, Cyber Liability Insurance to cover Security, Privacy,

Business Interruption, Cyber Extortion and Denial of Service with limits of Two Million Dollars (\$2,000,000) per occurrence. Company further agrees to carry and maintain, throughout the term of this Agreement, errors and omissions insurance, where such policy limits shall be at least Two Million Dollars (\$2,000,000) per occurrence, and cover technology errors and omissions items. Collectively, each of the foregoing are referred to as the "Required Insurance". Company agrees to provide an endorsement to each policy stating such insurance as is afforded by this policy shall be primary, and any insurance carried by Client shall be excess and noncontributory. Company agrees to maintain workers' compensation insurance as required under the laws of the State of California.

24. Privacy Policy and Terms and Conditions of Use for Diverse Network Associates, Inc.

In agreeing to the Application License and Support Agreement, the Client also agrees to the Privacy Policy found online at <https://www.catapult12.com/connect/privacy-policy/> and the Terms and Conditions of Use for Diverse Network Associates, Inc. found online at <https://www.catapult12.com/connect/terms-and-conditions>.

25. Ownership and Control of Pupil Records

25.1 PUPIL RECORDS. PUPIL RECORDS shall continue to be the property of and under the control of the Client in accordance with California Education Code section 49073.1. For purposes of this Section 25, "De-identified Information" means information that cannot be used



to identify an individual pupil. For purposes of this Agreement, "PUPIL RECORDS" does not include De-identified Information, including aggregated De-identified Information, used by Company to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Company's products in the marketing of those products; or for the development and improvement of educational SITES, SERVICES, or applications.

25.2 Ownership and Control of Pupil-Generated Content. The Company does not provide a platform by which pupils can create content; therefore, the Company does not provide a means by which pupils may retain possession and control of such content.

25.3 Use of PUPIL RECORDS. Company shall not use any information in the PUPIL RECORDS for any purpose other than those required or specifically permitted by this Agreement.

25.4 Review of PUPIL RECORDS. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the Client. Client's district personnel shall have direct access to pupil data via the Catapult CONNECT product account login to review pupil data. Company will provide Client with a copy of pupil data and shall modify and/or delete such data upon written request by the Client. Company shall provide such PUPIL RECORDS and/or correct such errors within five (5) days of receipt of written notice. Company shall reasonably cooperate with the Client in complying with this mandate.

24.5 Security and Confidentiality of PUPIL RECORDS. Company is committed to maintaining the security and confidentiality of pupil records. To that end, the Company has taken the following actions: (a) limiting employee access to pupil data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.

25.6 Breach Notification Process. Company, within one (1) business day of actual discovery of any breach or unauthorized disclosure of PUPIL RECORDS, shall notify Client in writing of the breach or unauthorized disclosure. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the PUPIL RECORDS used or disclosed, (iii) who made the



unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) Company personnel that Client can contact. Company shall provide such other information, including a written report, if requested by Client. Company will keep Client fully informed until the incident is resolved.

25.7 Retention and Destruction of PUPIL RECORDS. Company certifies that a PUPIL'S RECORDS shall not be retained or available to Company upon completion of the term of this Agreement. At the termination of this Agreement, PUPIL RECORDS in the possession of Company shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, Company shall return all PUPIL RECORDS to Client in a format acceptable to Client, or if return is not feasible as determined by Client in written notice to Company, destroy any and all PUPIL RECORDS. Company shall not destroy any PUPIL RECORDS without express written permission of Client. Company shall comply with any litigation hold or order to preserve PUPIL RECORDS.

25.8 Compliance with FERPA. Company agrees to work with Client to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein. The parties acknowledge and agree that the Client is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Company is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the SERVICES hereunder.

25.9 Prohibition on Targeted Advertising. Company prohibits using personally identifiable information in PUPIL RECORDS to engage in targeted advertising.

25.10 Termination. If Client reasonably determines in good faith that Company has materially breached any of its obligations under this Amendment or the Agreement, Client, in its sole discretion, shall have the right to provide Company with written notice of a fifteen (15) day period to cure the breach. If Company fails to cure a breach within that period of time, Client may terminate the Agreement immediately. If, in its sole discretion, Client determines that a cure is not possible, Client may provide written notice of immediate termination of the Agreement.



25.11 Acknowledgements and Limitations. Notwithstanding anything to the contrary in Sections 25.1 through 25.10, Client acknowledges that Company is not responsible for deciding if, when or how to display PUPIL RECORDS on the PRODUCT, and that all PUBLIC RECORDS shall be maintained on the PRODUCT where the authority to view the PUPIL RECORDS is given solely to the Client. Client shall have the right, at all times, to decide if, how and when to use the PUPIL RECORDS.

26. Third Party Services.

Company may share information with third party vendors, hosting partners, and analytic companies including Amazon Web Services and Twilio to provide the necessary hardware, software, emailing, networking, storage, and related technology required to perform the Services. These companies are authorized to use Client's Personal Information only as necessary to provide these services to Company.



EXHIBIT 'A'

Catapult Connect Overview

PARENT/STAFF MASS COMMUNICATION SOLUTION

With Catapult Connect, you can distribute important messages to your whole school community – right from your cell phone. Catapult Connect lets you easily reach your school community members through a variety of communication channels. Send voice, email, text, social media, website, push notifications, announcement updates, and more in one integrated solution.

STEP 1: Create Your Message

Catapult Connect lets you easily reach your school community members through a variety of communication channels. Send voice, email, text, social media, website, push notifications, announcements updates, and more in one integrated solution.

STEP 2: Choose Your Target recipients

Recipients are pre-loaded from your Student Information System – add custom recipients as needed. Use data-based queries, translation and other filters to target your audience.

STEP 3: Send Immediately or Schedule Time & Date

Once you have your message ready, you can choose to send it immediately or schedule it to send at a date and time. To assure your messages are always welcome, parents may set their own delivery preferences.

CONNECTOR PRODUCT

Catapult Connect is the connector product for the full suite of Catapult Integrated Communication Solutions. It works seamlessly with Catapult CMS websites, Catapult EMS crisis management, and the Catapult Branded App.

Diverse Network Associates specializes in K12 educational support products. Since 2000 DNA has been developing web-based, secure, easy-to-use, powerful products that meet the direct needs of their K12 Clients.



EXHIBIT 'B'
Catapult Connect Professional Services Agreement

TERMS AND CONDITIONS

(1) Catapult CONNECT shall perform the Services in accordance with the terms and conditions of this Agreement, including the general Terms and Conditions found online at <https://www.catapultk12.com/connect/terms-and-conditions> and incorporated herein by this reference.

(2) Invoices will be sent to:

Billing Contact Name: MJUSD - Jolie Critchfield

Billing Contact Email: jcritchfield@mjusd.com

Billing Contact Phone: 530-749-6901

Billing Fax: N/A

Mailing Address: 1919 B Street, Marysville, CA 95901

If the mailing address above is incorrect, please input your correct mailing address below:

Send Invoices via (mail or email): ☒ **Mail** ☐ **Email**

(3) Annual Services Fee Payment Options: (Check box that applies)

☐ Billed monthly in advance with effect from the Initial Term

☐ Quarterly in advance

☒ Annually in advance

☐ Other: _____



(4) Changes made to Terms and Conditions on this Order are null and void unless approved in writing by either party.

(5) This instrument is void to the extent it requires payment by the Client of more than the contract amount.

SIGNATURE AND AGREEMENT

This CATAPULT CONNECT PROFESSIONAL SERVICES AGREEMENT is made and entered into this Jun 11, 2021 by and between Marysville Joint Unified School District and:

Diverse Network Associates, Inc. | DBA Catapult K12 | 5098 Foothills Blvd, Ste 3-396, Roseville, CA 95747 | Tel: 888.840.9901 | Fax: 530.230.9996 | Tax ID: 48-1284049

In witness whereof, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

Organization Name: Marysville Joint Unified School District

Representative: Penny Lauseng

Title: ASST. Supt of Business Services

Date:

Signature:

Organization Name: Catapult K12

Representative: Jason Jeffery

Title: President/CEO

Date: Jun 11, 2021

Signature:

A handwritten signature in black ink, appearing to read "Jason Jeffery", with a checkmark at the end.

PAYMENT TERMS

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the one-time setup fees upon signing this document and the second half once the project has been completed or two months after the dated quote, whichever comes first. This quote is good for 30-days. Once signed, please email, electronically sign or fax this quote to CatapultK12. By signing this quote, you are locking into a contract from **August 1, 2021 to June 30, 2023** for the summary of fees outlined above.

Payment Frequency	Annually
Payment Terms	Payment Due Net 30 from Receipt of Invoice
Billing Contact Name	Penny Lauseng
Billing Contact Email	plauseng@mjud.com

CUSTOMER

Signature

Date

Penny Lauseng

Name

Assistant Superintendent of Business Services

Title





EXHIBIT 'C'
Catapult Connect Signed Quote

Quote for:

Marysville Joint Unified School District

CATAPULT PARENT EMERGENCY COMMUNICATION SYSTEM (PECS) QUOTE



**WEBSITE
& CMS**



**MASS
COMMUNICATION**



**EMERGENCY
MANAGEMENT**



**BRANDED
DISTRICT APP**



Prepared For:

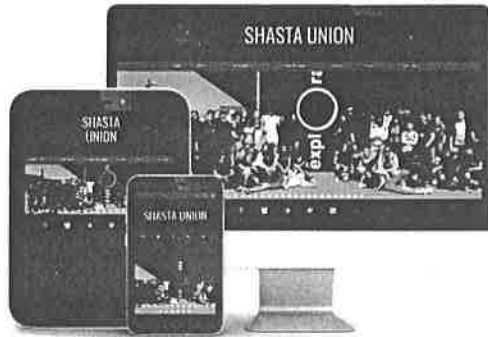
Jolie Critchfield
jcritchfield@mjsud.com

Prepared By:

Angie Brown
abrown@catapultk12.com



Our Solutions



Website / CMS

Catapult CMS websites provide the perfect blend of power, flexibility and simplicity. Our Content Management System empowers anyone, from teachers to technology directors, to control, update and maintain website content.

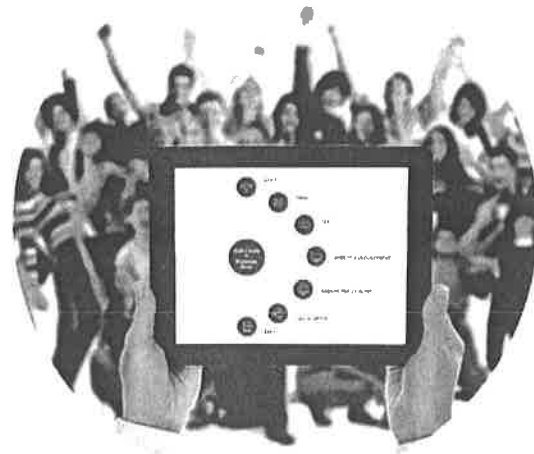
- Beautiful Mobile Responsive Designs
- Easy Updates
- ADA Compliance
- Google Integration



Connect Mass Communication

Distribute important messages to your whole school community – right from your cell phone.

- News & Updates
- Activities & Event Notices
- Emergency Alerts
- Attendance Notifications
- Lunch Balance Notices





Emergency Management System

With Catapult EMS, you'll develop a clear, centralized, cloud-based emergency communication plan to connect your teachers, sites, district and law enforcement in a crisis.

- Real-time Student Accountability
- Incident Reporting & Escalation
- District, Police & Fire Alerts
- Reunification of Students & Guardians
- Anonymous Tip Reporting



District Branded App

Provide the core information parents need with our native mobile app, custom branded with your district identity.

- Announcements
- Staff Directory
- Event Calendar
- Push Notifications
- School Manager



POWERFUL FEATURES



SIS INTEGRATION



ADA COMPLIANT



(SSO) SINGLE SIGN ON
ACTIVE DIRECTORY / GOOGLE



KEEPSAFE CERTIFIED



GOOGLE DRIVE &
CALENDAR INTEGRATED



CatapultK12 Parent Emergency Communication System (PECS) Quote

Client: Marysville Joint Unified School District

Date: Jun 08, 2021

Contact: Jolie Critchfield

Phone: (530) 218-6868

Address: 1919 B St, Marysville, CA 95901, USA

Email: jcritchfield@mjustd.com

Catapult Contact: Angie Brown

Catapult Email: abrown@catapultk12.com





Catapult Connect Quote

Description	Quantity	Price	Subtotal
CMS ONE-TIME SETUP FEES			
Emergency Website Matches current CMS template and hosting is covered under existing CMS hosting (if applicable)	1	\$800.00	\$800.00
Automated Website Emergency Popup Automated popup on individual site website during emergency	27	\$50.00	\$1,350.00
CONNECT ONE-TIME SERVICE FEES			
<input checked="" type="checkbox"/> SIS Integration	1	\$500.00	\$500.00
PRORATED SERVICE FEES (YEAR 1 ONLY)			
CMS Emergency Website: Year 1 Service Fee Included in existing CMS hosting service fees at no additional cost. Prorated for 12-months from July 2021-June 2022	1	\$0.00	\$0.00
Connect: Year 1 Service Fee Prorated for 12-months from July 2021-June 2022	9739	\$0.20	\$1,947.80
<input checked="" type="checkbox"/> Connect: Text Alerts (Optional) Prorated for 12-months from July 2021-June 2022	9739	\$0.08	\$779.12
<input checked="" type="checkbox"/> Connect: Phone Call Alerts (Optional) Prorated for 12-months from July 2021-June 2022	9739	\$0.08	\$779.12
YEAR 1 TOTAL			\$6,156.04



70

Year 2 (Annual Service)	Quantity	Price	Subtotal
CMS Emergency Website Service Fee Included in existing CMS hosting service fees at no additional cost.	1	\$0.00	\$0.00
Yearly Service for 1-Emergency Website			
Connect PECS Service Fee Yearly Service for 27- total sites	9739	\$0.20	\$1,947.80
Includes Automated Emergency Notifications via: <ul style="list-style-type: none">EmailApp Push NotificationsWebsite PopupSocial Media			
✔ Connect: Prorated Text Alerts (Optional) Text Emergency Alerts to all Emergency Contacts Automatically	9739	\$0.08	\$779.12
✔ Connect: Phone Call Alerts (Optional) Phone Call Emergency Alerts to all Emergency Contacts Automatically. Since this service can take a long time (maybe an hour or longer) to get out, this option will only be used if there is not a way to text the Emergency Contacts.	9739	\$0.08	\$779.12
YEAR 2 TOTAL			\$3,506.04



SCHOOL RESOURCE OFFICER AGREEMENT
BY AND BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AND
YUBA COUNTY OFFICE OF EDUCATION
AND
CITY OF MARYSVILLE
FISCAL YEAR 2021-22

RECITALS

THIS SCHOOL RESOURCE OFFICER AGREEMENT is dated as of July 1, 2021 (the "Agreement") by and between the Marysville Joint Unified School District, a public school district of the State of California, hereafter referred to as "MJUSD", Yuba County Office of Education, a public school county office of education of the State of California, hereafter referred to as "YCOE", and the City of Marysville, a municipal corporation, hereafter referred to as the "City" (with all parties of this agreement hereafter referred to as "Parties"), and is entered into in light of the facts set forth in the following recitals who agrees as follows:

-- RECITALS --

- A. City has established a municipal police department as an instrumentality of the City (the "Department"), and the Department is recognized by the State of California as a municipal law enforcement agency.
- B. MJUSD is a public school district in the County of Yuba, State of California, and has administrative offices located at 1919 B Street, Marysville, CA 95901.
- C. YCOE is a public school county office of education in the County of Yuba, State of California, and has administrative offices located at 935 14th St., Marysville, CA 95901.
- D. MJUSD and YCOE desire to obtain special law enforcement services from the City, acting by and through the Department, to provide an additional level of law enforcement services for the benefit of the public school

72 1

Business Services Department
Approval: P.L.
Date: 7-8-21

students of MJUSD and YCOE as described in this Agreement on the public school campuses of located in the city of Marysville with the Police Officer working out of a central location on the campus of Marysville High School, and the City acting by and through the Department desires to provide such services on the terms and conditions set forth in this Agreement.

- E. MJUSD, YCOE, and the City may enter into arrangements for the City to provide an additional level of law enforcement services to public agencies such as MJUSD and YCOE as set forth in this Agreement.
- F. The Department possess the special experience, knowledge and expertise necessary for the performance of the "special service" law enforcement services required by this Agreement; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of crime on public school campuses and/or which otherwise involve public school students; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the State legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the State legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and challenging law enforcement duties including public school campuses and students.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Service.** The scope of the public safety and law enforcement services (collectively, the "Program") to be provided by the City, acting by and through the Department to MJUSD and YCOE, shall be those duties described in the Scope of Services document attached hereto as Exhibit "A" and incorporated by this reference.

2. **Term.** This Agreement shall commence on July 1, 2021, and shall continue through June 30, 2022, unless the Program and this Agreement is sooner terminated, as set forth in paragraph 6 of this Agreement.

3. **Payment.** MJUSD and YCOE shall pay the City, for the police services as set forth in the Scope of Services provided by School Resource Officers during the term of this Agreement, the sum of One Hundred Thousand Dollars and 00 Cents (\$100,000) with MJUSD being responsible for 70% of this amount, or \$70,000, and YCOE being responsible for 30% of this amount, or \$30,000. Such sum shall be payable by both MJUSD and YCOE to the City in four (4) equal installments with the first such installment due as of July 1, 2021, and the following equal installment payable due as of October 1, 2021, January 1, 2022 and April 1, 2022, respectively. Such police services as shall be provided by the City acting by and through the Department to MJUSD and YCOE under the Program shall include one (1) sworn peace officer of the Department assigned by the Department, in consultation with MJUSD and YCOE, for all MJUSD and YCOE campuses located within the city of Marysville and is to work out of a central location on the campus of Marysville High School for the term this Agreement as more particularly set forth in the Scope of Services. The Department shall submit quarterly invoices for the payment of such cost for the police services to MJUSD to the attention of the Superintendent, Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901. The Department shall submit quarterly invoices for the payment of such cost for the police services to YCOE to the attention of the Superintendent, Yuba County Office of Education, 935 14th St., Marysville, CA 95901. Payment shall be made to the Department by MJUSD and YCOE no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. No School Resource Officer rendering services under this Agreement shall be an employee of MJUSD or YCOE for federal or state tax purposes, or any other purpose. The Department shall be responsible for tax withholding as required by applicable law for the School Resource Officer. MJUSD and/or YCOE shall have no responsibility for payment of any tax liability arising out of the compensation for services performed by any School Resource Officer under this Agreement.

The School Resource Officer who is assigned by the Department to provide services under this Agreement shall not be deemed to be an employee or agent of MJUSD or YCOE and shall not be deemed qualified or eligible to participate in any MJUSD or YCOE pension plan, retirement, health and welfare program, or any similar program or, benefit, as a result of this Agreement. The School Resource Officer shall report directly to the Marysville Chief of Police or designee through the Marysville Police

Department established "chain of command". The Department shall maintain direct supervisory control over the School Resource Officer; provided however, that MJUSD and YCOE shall have the right to approve the individual School Resource Officer assigned to it by the Department, and MJUSD and YCOE shall have the right to require that any assigned School Resource Officer be replaced upon the request of MJUSD and YCOE in the collective and reasonable discretion of both MJUSD and YCOE.

MJUSD and YCOE assume no liability for worker's compensation for the assigned School Resource Officer. The Department shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the School Resource Officer assigned under this Agreement. It shall be the sole responsibility of the Department to account for all of the above, and the Department agrees to hold MJUSD and YCOE harmless from any liability for these taxes or employment costs.

At all times during the term of this Agreement, the School Resource Officer shall be a sworn police officer employee of the City subject to the supervision, control and direction of the City and subject to the personnel rules and procedures of the City.

5. **Indemnification.**

- a. The City shall defend, indemnify and hold harmless MJUSD and YCOE, its officers, agents and employees from any and all loss, including attorney's fees, sustained by MJUSD or YCOE by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City or any School Resource Officer, officer, agent or employee.
- b. MJUSD and YCOE shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of MJUSD and/or YCOE, its officers, agents or employees of MJUSD or YCOE under the Program.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be

followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

- e. Each party shall establish and implement procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by any Party at any time prior to the end of the Term, with or without cause for the sole convenience of the Party who may elect to terminate this Agreement, upon delivery of a written Notice of Intent to Terminate to the other Party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepared, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received by the other two Parties, as the case may be. In the event of termination, MJUSD and YCOE will compensate the City for all services rendered to the effective date of such termination. The Marysville Chief of Police is designated as authorized to accept such notice for the Department and the City, the MJUSD Superintendent is designated to accept such notice for MJUSD, and the YCOE Superintendent is designated to accept such notice for YCOE.

7. **Assignment.** This Agreement is for personnel services to be performed by the City acting by and through the Department. Neither this Agreement nor any duties or obligations to be performed by the Department under this Agreement shall be assigned without the prior written consent of both MJUSD and YCOE. In the event of an assignment by the City to which both MJUSD and YCOE have consented, the assignee or its legal representative shall agree in writing with MJUSD and YCOE to assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notice, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

MJUSD: Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Attn: Superintendent

76

YCOE: Yuba County Office of Education
935 14th Street
Marysville, CA 95901
Attn: Superintendent

Department: Marysville Police Department
316 6th Street
Marysville, CA 95901
Attn: Chief of Police

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the Program which is the subject matter of this Agreement. There are no other promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Boards of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing boards of the Marysville Joint Unified School District and Yuba County Office of Education, as evidenced by motions of said boards duly passed, and adopted in compliance with the provisions of Education Code Section 39656.

IN WITNESS WHEREOF, City, MJUSD, and YCOE have executed this Agreement as of the day and year first above written.

CITY:
City of Marysville

By: 
Jim Schaad
City Manager

By:  
Christian S. Sachs
Chief of Police

MJUSD:
Marysville Joint Unified School District

By:  7/9/21
Gary Cena, Superintendent

YCOE:
Yuba County Office of Education

By: _____
Francisco Reveles, Superintendent

Exhibit A
Scope of Services
FISCAL YEAR 2021-22

This Scope of Services is part of an agreement entitled "School Resources Officer Agreement (the "Agreement")" by and between MJUSD, YCOE, and the City for the Fiscal Year of 2021-22. Unless the context of the usage of a particular term may otherwise require, all defined term used in this Exhibit "A", denoted by an initial capital letter in each such word, shall have the same meaning as set forth in the Agreement.

PURPOSE

A prosperous future for the citizens of Marysville depends, in large measure, upon the MJUSD and YCOE's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City acting by and through the Department, in collaboration with MJUSD and YCOE, conducts the Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The Program is intended to insure to the greatest extent reasonably feasible, that no student's right to receive an education is abridged by violence or disruption in the school or class room setting.

The Program by the City acting by and through the Department involves the assignment of a School Resource Officer to all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. In accordance with staffing ability and the demonstrated needs of the schools, the Department will assign a full-time School Resource Officer for the services designated in this Agreement.

With daily interaction among the administration of each school, MJUSD, YCOE, the School Resource Officer and the Department, the Parties acknowledge and agree to mutually consult with each other and establish, maintain, and update specific guidelines and procedures to be followed by the School Resource Officers and individual school administrators in the implementation of the Program. The Exhibit clarifies the role of the School Resource Officers and the school administrators, the scope of their authority, and the responsibilities of MJUSD, YCOE, and the Department in this collaboration. The success of the School Resource Officer program relies on effective communication between the School Resource Officer, the principals and other key staff members in each organization.

POLICE SERVICES

The City acting by and through the Department hereby agrees to provide MJUSD and YCOE with the special police services as follows: a fully uniformed police officer employee of the City shall be assigned by the Department to work as School Resource

Officer for all campuses within the city of Marysville and is to work out of a central location on the campus of Marysville High School. Such sworn police officer/School Resource Officer ("SRO") assigned by the Department to the school sites of MJUSD and YCOE shall be physically present at those sites at least 50% of each 40 hour work week, except when subpoenaed for court, attending official police training or business assigned by the Department or when such SRO is taking routine vacation and special time off as an employee of the City, or on days when public school students are not scheduled for regular attendance at such school site, school holidays and other periods of time when MJUSD and YCOE may designate. The School Resource Officer (SRO) may perform police officer services as directed by the Department at time outside the time periods set forth for duty as an SRO under this Agreement when deemed necessary by the Department.





Consultant Agreement

Loving Guidance, LLC - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 5441

This agreement dated 7/20/2021, is made by and between Loving Guidance, LLC (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

Our virtual sessions are a special offering in support of COVID-19 restrictions. It is a limited time offering and subject to change. These offerings are exclusively available to pre-existing Conscious Discipline clients. Session time and audience limits apply. Video content is licensed for exclusive client use and may not be shared or distributed. Internet and video conferencing platform access is required for all virtual offerings. Audio and video recordings of virtual sessions are prohibited.

HIRING PARTY

Marysville Joint Unified School District
Penny Lauseng
1919 B Street
Marysville, CA 95901
P: (530) 749-6901
F: NA
C: (530) 218-6868
E: plauseng@mjud.com

Billing Information (if different):

Marysville Joint Unified School District

Jolie Critchfield

1919 B Street

Marysville, CA 95901

jcritchfield@mjud.com

ldiaz@mjud.com

(530) 749-6901

EVENT INFORMATION

8/2/2021 8:30 AM- 11:30 AM Jenny Barkac, Certified Instructor
8/6/2021 12:30 AM-3:30 PM Jenny Barkac, Certified Instructor
3/9/2022 8:30 PM-11:30PM Jenny Barkac, Certified Instructor

SPEAKING FEE AND EXPENSES

Speaking Fee: \$4,455 for (3) 3-Hour Virtual Training Sessions

Payment for services should be to Loving Guidance, LLC (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees upon signing. Payment is due 30 days after service is completed.

Loving Guidance reserves the right to substitute speaker(s) for this event.

EVENT DETAILS

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Speaking site: Virtual Platform

Age group of children: Elementary, Jr. High

Estimated number of attendees: 50

81

Business Services Department

Approval: P.L.

Date: 7/9/21

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

COPYRIGHT

All content used during contracted sessions, including, but not limited to, handouts, graphics, images, photographs, audio clips, and video clips, all improvements or modifications thereof, all derivative works based thereon, and any collection, arrangement, and assembly are owned by LOVING GUIDANCE, LLC or its content suppliers and is protected by United States and international copyright laws.

The HIRING PARTY recognizes and acknowledges that making or creating audio and video recordings are prohibited. The HIRING PARTY also recognizes and acknowledges any unauthorized use, copying, or reproduction, including any and all dissemination, of content is strictly prohibited. Presentation material used by CONSULTANT, including, but not limited to, the handout, is Intellectual Property owned by LOVING GUIDANCE, LLC.

TRADEMARK

Numerous marks, such as, but not limited to, LOVING GUIDANCE and CONSCIOUS DISCIPLINE are common law trademarks, registered trademarks or trade dress owned by LOVING GUIDANCE, LLC in the U.S. and/or other countries. LOVING GUIDANCE's trademarks and trade dress may not be used in connection with any product or service that is not owned or authorized by LOVING GUIDANCE, LLC, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits LOVING GUIDANCE, LLC.

CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or it's associates, another member of the CONSULTANT team will be substituted for your presentation needs.

To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

DocuSigned by:

Nicholas Persaud

F5D0063FAAA246E

Nicholas Persaud, Director of Contracts & IT
Conscious Discipline

7/12/2021

Date

Authorized Signature, Hiring Party

Date

Print Name & Title

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, LLC
ashley.ragoobir@consciousdiscipline.com

82

STRATEGIC PARTNERSHIP AGREEMENT
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT NO: SP22-102

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2021 by and between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("Commission"), and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California with its principal place of business at 1919 B Street, Marysville, CA 95901 ("The District"), and PEACH TREE HEALTHCARE, INC. a nonprofit public benefit corporation ("Provider") with its principal place of business at 1114 Yuba Street, Suite 220, Marysville, CA 95901. The foregoing entities are individually referred to herein as a "party" and collectively as the "parties" for THE HAPPY TOOTHMOBILE PROGRAM ("Program")

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, the Commission has adopted a five year strategic plan to invest Proposition 10 tax dollars into services that promote the early development and well-being of Yuba County children from prenatal to age five; and

WHEREAS, District has the required personnel to provide routine maintenance on the mobile dental services vehicle; and

WHEREAS, District agrees to maintain the mobile dental services vehicle in operational condition for the Provider; and

WHEREAS, Provider has the required personnel to provide mobile Professional Dental Services; and

WHEREAS, Provider agrees to examine and treat all eligible children in the Marysville Joint Unified School District ("MJUSD") regardless of their ability to pay; and

WHEREAS, Provider will apply the best industry practices for service delivery to produce outcomes to further the result areas in the Commission's strategic plan; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work to execute strategies to further the result areas in the Commission's strategic plan; and

NOW, THEREFORE, the Commission, The District, and Provider agree as follows:

83

AGREEMENT

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. **CONTRACT TYPE.** This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) without the prior authorization of the Commission.
3. **CONTRACT TERM.**
 - A. **Length.** This Agreement shall be a two year term agreement to begin on the date written above and shall terminate on June 30, 2024, which means that all work required by this Agreement shall be completed by that date.
 - B. **Start date.** Provider agrees to begin work within thirty (30) days of the date written above.
 - C. **Renewal.** This agreement may renew three years from the start date for an additional two years. The Commission must first confirm the Program continues in its strategic plan, contractual requirements have been met, and funding is available. Commission discussion and approval is required for all renewals
4. **COMBINED SCOPE OF WORK – EVALUATION PLAN**
 - A. Provider and the District agree to use the funds awarded by the Commission under this Agreement to pay for the services specified in the COMBINED SCOPE OF WORK – EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT A** for the Program written above but, only to the extent that such requirements are specifically attributed or assigned to either party in **EXHIBIT A**. Any modifications to the Program that are deemed by the Executive Director to significantly impact the Scope of Work require Commission approval.
 - B. Provider has the sole authority to bill for Professional Dental Services rendered pursuant to this Agreement
 - C. The Provider, (including its dentists, dental assistants, and other dental staff) is the sole party responsible for the performance of Professional Dental Services contemplated by this Agreement. The parties hereby agree that pursuant to this Agreement the District and the Commission are in no way responsible for the provision of Professional Dental Services.
 - D. Professional Dental Services as defined by this Agreement shall include those professional services typically performed by a licensed dentist. These services

84

include but are not limited to: dental screenings, fillings, extractions, sealants, root canals, and patient and family education. Professional Dental Services shall also include those services typically performed by dental assistants and other dental support staff. These include but are not limited to: patient set-up, x-rays, teeth cleaning, fluoride treatments, dental chart recording and review, and the maintenance of dental equipment and tools (including sterilization).

- E. Provider shall provide all equipment, personnel, labor, and materials necessary to provide Professional Dental Services in accord with this Agreement, including those specified in the Scope of Work (**EXHIBIT A**). Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission or the District. All personnel performing services on behalf of the Provider shall be qualified to perform such services. In the event of any conflict between any of the provisions of this Agreement (including EXHIBITs) the provision that requires the highest level of performance from Provider for the Commission or the District's benefit shall prevail. Provider shall designate a project administrator, and shall have direct responsibility for management of Provider's performance under this Agreement
- F. Provider agrees to provide the aforementioned mobile Professional Dental Services to the District, during the regular school session and agreed upon holiday breaks.
- G. District shall designate a Program Administrator that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this Agreement. Furthermore, any changes for the following direct service positions shall require written notice to the Commission: School Dental Coordinator.
- H. The District agrees to operate, maintain, and insure the Happy Tooth Mobile ("Toothmobile") in accordance with this Agreement. District personnel shall be the only individuals to drive the Toothmobile, and in NO INSTANCE shall Provider operate or drive the Toothmobile. If Provider or any of its employees or agents does operate or drive the Toothmobile, it shall be considered in breach of this Agreement and shall be solely responsible for any and all claims made as a result thereof.
- I. The District further agrees to provide limited Coordination Services in support of the services contemplated by this agreement. These Coordination Services may include: the distribution and collection of completed Medi-Cal forms, assistance to families of eligible children in the completion of Medi-Cal forms, scheduling and coordination of student appointments, assistance with classroom-based Oral Health Education as contemplated in the Scope of Work (**EXHIBIT A**), and collection and preparation of data associated with the Tooth Mobile.

85

- J. The District and the Provider will use their best efforts to maintain the Tooth Mobile and all equipment contained within it as recommended by the vehicle or equipment manufacturer. The District shall also perform any repairs or maintenance to the Toothmobile that appear prudent or reasonably necessary based on use and appearance, regardless of whether the manufacturer recommends such repair or maintenance. The District and Provider acknowledge that although the Commission has authorized the use of additional funds to make necessary repairs due to catastrophic equipment failure, the Commission is under no obligation to spend those funds, and the District and Provider must use every effort to avoid catastrophic failure to the Toothmobile or its equipment.
- K. In the event that the Toothmobile is no longer mobile, the District and the Provider shall seek to obtain a suitable site for permanent location of the Toothmobile, and shall take whatever steps are reasonably necessary to continue use of the Toothmobile as a stationary dental services facility, serving children within Yuba County.

5. BUDGET.

- A. Provider shall use funds derived from this Agreement as outlined in the Program BUDGET approved by the Commission set forth in **EXHIBIT B** for the Program written above. Any modifications to specific line items that do not vary the budgeted line item by 10 percent or more may be approved by the Executive Director. Any modifications to specific line items that vary the budgeted line item by more than 10 percent require approval by the Commission. .
- B. Provider shall work with the Executive Director upon BUDGET approval to develop a detailed BUDGET NARRATIVE as set forth in **EXHIBIT C** to be specific and reflective of expenditures associated with EXHIBIT A and B. Any modifications to specific line items in EXHIBIT B that do not vary the budgeted line item by 10 percent or more may also be modified in EXHIBIT C upon written approval of the Executive Director. Any modifications to specific line items in EXHIBIT B that vary the budgeted line item by more than 10 percent require approval by the Commission.
- C. Budget amendments will be considered annually beginning in Quarter 3 and must be approved by the Commission at a regularly scheduled meeting prior to start of Quarter 4.
- D. Provider shall budget for and utilize local resources when applicable and available in order to support sustainable and thriving communities.

6. PERFORMANCE MEASURES

- A. Commission shall identify performance measures to be used to evaluate contractual compliance, Provider shall collect data in a format defined by the Executive Director,



and outlined in the COMBINED SCOPE OF WORK - EVALUATION PLAN, approved by the Commission set forth in **EXHIBIT A**, with supporting documentation, which may include surveys, registration forms, tracking logs, project milestones as well as any service deliverables or task for which the Provider is responsible and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee.

- B. Provider represents that it has, or will secure at its own expense the administrative capacity to manage services performed, to ensure the integrity of data collection according to reporting guidelines prescribed by the Executive Director.
- C. Provider shall utilize an online data management system as defined by the Executive Director to submit all evaluation data that follows the components outlined in EXHIBIT A
- D. Provider shall participate in any training on data collection and evaluation prescribed by the Executive Director.
- E. Provider shall participate in quarterly Strategic Partner Meetings hosted by the Executive Director in order to support alignment, maximize resources and ensure non-duplication of services.

7. PERFORMANCE MONITORING AND REPORTING

- A. Provider shall provide interim progress reports in a format and timeframe defined by the Executive Director concerning activities as they affect the obligations and purposes of this Agreement. Provider shall submit the required PROGRESS REPORT, with supporting documentation, which may include progress toward measurable results; expenditures to date; level of service provided; issues or barriers encountered and how they are being addressed; and number of participants served. The Executive Director shall provide Provider with the forms and/or access to a database or computer program which Provider is required to use.
- B. Provider shall submit progress reports to Commission staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	July 1 – September 30	September 30	October 10
Quarter 2	October 1 – December 31	December 31	January 10
Quarter 3	January 1 – March 31	March 3	April 10
Quarter 4	April 1 – June 30	June 30	July 10

8. PAYMENT TERM AND FREQUENCY

87

- A. Subject to Provider's performance of this Agreement and submission of the required ITEMIZED INVOICE FORM, as prescribed by First 5 Yuba, with supporting documentation of all purchases, which may include original receipts/invoices and/or general ledger reports and such additional information as the Executive Director may reasonably require, each in a manner that is satisfactory to the Executive Director or his/her designee, to the Commission twenty (20) days after the end of each fiscal quarter, Commission shall reimburse Provider for allowable expenses on a quarterly basis. The required Itemized Invoice Form may be modified by the Executive Director from time to time.
- B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or the final contract period will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary. Provider assumes full financial liability for services provided outside the terms of this Agreement.

PERIOD	REPORTING MONTHS	END OF PERIOD	INVOICE DUE
Quarter 1	July 1 – September 30	September 30	October 20
Quarter 2	October 1 – December 31	December 31	January 20
Quarter 3	January 1 – March 31	March 31	April 20
Quarter 4	April 1 – June 30	June 30	July 20

9. **WITHHOLDING OF PAYMENTS.** In the event of an actual or alleged breach of this Agreement, or if the Commission is notified by the general public about concerns about the quality/effectiveness the Program, the Commission reserves the right to withhold payments, and/or identify corrective actions to be made by the Provider, increase monitoring activities, which may include additional site visits and/or partial or full audits of the Program. If performance issues are not rectified to the Executive Director's satisfaction, the Commission holds the right to terminate the Program as outlined in this Agreement.

10. **INSURANCE.**

- A. **General Liability.** Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- B. **Automobile.** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).

88

- C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.
- D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- E. Said policies shall remain in force through the life of this Agreement and shall be payable on an "occurrence" basis unless the Commission specifically consents to a "claims made" basis. Additionally, as to each policy required under this Agreement, Commission shall be named as additional insured by written endorsement subject to approval by the Commission General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this Agreement will constitute a material breach of the Agreement.
- F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

11. ASSIGNMENT AND SUBCONTRACTS.

- A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.
- B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, Provider agrees to be fully responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement,

89

in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

- C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract. Documentation including qualifications, licenses and other supporting documentation as outlined in this agreement shall apply to all subcontracts and be provided to the commission upon contract execution.

12. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.
- B. All durable goods and inventory items as defined by Commission policy and acquired under this Agreement shall become the property of the Commission. Provider agrees to deliver and assign said items to the Commission upon completion of this agreement unless the Commission, at its sole discretion, makes an alternative disposition.
- C. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee. All materials will be reviewed within 7-10 business days of receipt, or as soon thereafter as possible, by the Executive Director or his/her designee.
- D. During and following the term of this Agreement, Provider agrees to make the public aware of the benefits of Proposition 10 tax dollars in the community placing the Commission's logo (which is located on the Commission's website) on all materials it distributes or otherwise circulates that were developed pursuant to this Agreement and for which Provider was compensated by the Commission. Provider shall provide Commission staff a copy of all documents with printed logo prior to public distribution and/or 15 days prior to event.

90

13. NOTICES. All notices regarding the agreement shall be given to Commission in written format at the following location:

FIRST 5 YUBA
1114 Yuba Street, Suite 141
Marysville, CA 95901

Notices shall be given to the District at the following addresses:

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

PEACH TREE HEALTHCARE, INC.
1114 Yuba Street, Suite 220
Marysville, CA 95901

14. SUSTAINABILITY.

- A. Commission shall have no responsibility or obligation to ensure the long-term sustainability of Provider or Provider's program. The ultimate responsibility for sustainability shall be borne by Provider.
- B. Commission anticipates that revenues from Proposition 10 distributed by the First 5 California Children and Families Commission will diminish in the future and that the Commission's annual strategic plan, which is reviewed by the public, may change and/or reprioritize strategy areas as often as every year. For these reasons, Commission cannot and does not guarantee that a program once funded will continue to be funded, even if it is effective in attaining the Commission's goals.
- C. Commission may, if it chooses, be a partner with Provider in exploring any available funding options for a funded program, and may work in a coordinated way with those agencies and individuals administering other fund sources to identify and structure alternative ways to fund Provider. Options for a Provider to pursue to sustain the Program defined in this Agreement include, among others, seeking funds from other private and public sources, including governmental, corporate, and charitable sources, and soliciting donations.
- D. Provider shall develop a written sustainability plan for the Program defined in this Agreement with consultation from the Executive Director where appropriate.
- E. Provider shall fully cooperate with the Executive Director and Commission to address the goals of service integration.

9/

15. CONTRACT CHANGES CLAUSE. Notwithstanding any other provision of this Agreement, no changes may be made to this Agreement without the express written authorization of the Executive Director or, in the discretion of the Executive Director, the written consent of the Commission.

16. INDEMNIFICATION.

- A. Definitions. For purposes of this Section 16, "Provider" shall include Provider, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Provider or its subcontractors, in the performance of this Agreement. "Commission" shall include Commission, its officers, agents, employees and volunteers.
- B. Provider to Indemnify Commission. To the fullest extent permitted by law, Provider shall indemnify, hold harmless, and defend Commission from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Provider's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Provider or failure to comply with any provision in this Agreement.
- C. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Provider shall not be required to indemnify Commission for such loss or damage as is caused by the sole active negligence or willful misconduct of the Commission.
- D. Attorneys' Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of Commission's choice, expert fees and all other costs and fees of litigation. Provider shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- E. Defense Deposit. The Commission may request a deposit for defense costs from Provider with respect to a claim. If the Commission requests a defense deposit, Provider shall provide it within 15 days of the request.
- F. Waiver of Statutory Immunity. The obligations of Provider under this Section 16 are not limited by the provisions of any workers' compensation act or similar act. Provider expressly waives its statutory immunity under such statutes or laws as to Commission.
- G. Indemnification by Subcontractors. Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Provider's behalf.

92

- H. Insurance Not a Substitute. Commission does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Provider's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

17. CONFIDENTIALITY.

- A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.
- B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

18. QUALITY ASSURANCE, PROGRAM REVIEW, INSPECTION, & AUDIT.

- A. Provider shall maintain adequate individualized client records, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, confidentiality releases, referrals and records of services provided by the various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate Federal, State, and Commission record maintenance requirements.
- B. Provider shall permit, at any reasonable time, personnel designated by the Executive Director to come on Provider's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the fiscal and program effectiveness of the services being rendered.
- C. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. These documents and records shall be retained for at least three (3) years from the completion of this Agreement.

93

Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.

- D. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- E. Should Provider's performance be found to be less than satisfactory at any point in the contract period, they shall be notified by Commission staff of the specific deficiencies. Provider will work, according to existing Commission policy, to develop and implement corrective actions and return to satisfactory standing.
- F. Provider will be notified in writing of their good standing with the Commission upon completion of this Agreement.

19. **LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

20. **CHILD ABUSE PREVENTION AND REPORTING.** Provider shall maintain current knowledge of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Provider agrees to abide by all obligations, terms, and requirements of these laws and policies.

21. **NONDISCRIMINATION.**

- A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title

94

2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

- B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.
- C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) discriminate against anyone in employment or hiring based on religion; (B) discriminate against any persons served based on religion; nor (C) provide any religious instruction, worship, or counseling.

23. SMOKE-FREE POLICIES. Provider shall prohibit the use of tobacco, marijuana, and e-cigarette (vape) on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers. When applicable, provider shall implement a comprehensive system of care for tobacco screening and referral to cessation services such as the California Smoker's Helpline.

24. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities, specifically including lobbying or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

25. RACIAL EQUITY, DIVERSITY & INCLUSION. Provider will strive to enhance institutional practices and procedures that utilize an equity lens designed to improve outcomes for vulnerable populations. Providers will provide programs, services, and care that integrates and supports diversity and inclusion among all families and children ages 0-5.

26. CULTURAL COMPTETANCE. Provider shall ensure that participants receive from all staff members' effective, conscious, and respectful care that is provided in a manner compatible with the target populations' cultural health beliefs and practices and their preferred language.

95

Provider shall provide language assistance services to each participant with limited English proficiency, including having bilingual staff and/or interpreter services at all points of contact.

27. **QUALITY CARE & PROFESSIONAL DEVELOPMENT.** Provider shall ensure that the care and services being provided to the target population are in quality environments and promote developmentally appropriate interactions between adults and children. Care and services provided must align with local First 5 work, First 5 California initiatives (i.e., Improve and Maximize Programs so All Children Thrive IMPACT) and California Department of Education (CDE) – California Preschool Learning Foundations and California Infant/Toddler Learning and Development Foundations. Provider shall utilize and promote the use of evidence based assessment tools (i.e. Desired Results Developmental Profile (DRDP)) to support the developmental continuum of children from early infancy to kindergarten. Provider shall regularly participate in relevant professional development opportunities offered by Yuba Sutter Colusa Childcare Planning Council.

28. **INDEPENDENT PROVIDER.** Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

29. **PUBLIC RECORDS ACT.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

30. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

31. **TERMINATION.**

- A. Commission may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the Provider. The Provider agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
- B. Either party may terminate this Agreement for a material breach of this Agreement. The other party must notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice), the contract will terminate at the end of the fifteen day period.
- C. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's

96

adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

32. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

97

33. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Melinda Stephens
Commission Chair - *Vice*

7-8-21
Date

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Penny Lauseng
Assistant Superintendent of Business Services

7-8-21
Date

PEACH TREE HEALTHCARE, INC.

Chief Executive Officer

Date

Approved as to Form:

Master Agreement approved as to form via email by
Commission Counsel

June 21, 2021
Date

N/A
Marysville Joint Unified School District Counsel

Date

Peach Tree Healthcare, Inc. Counsel

Date

98

SCOPE OF WORK – EVALUATION PLAN (SOW-EP) approved by Commission 6.24.21

EXHIBIT A

Objective 1:	Increase use of dental services for at least 250 children aged 0-5.
Goal Area:	Child Health and Development
Desired Result:	Increase use of dental treatment services
Primary Target:	Oral health services for children ages 0-5 and their siblings

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 1.1				
Dental Screenings and Professional Dental Services	Provide Preventative and Restorative Dental Services, including dental exams, x-rays, cleanings, fluoride treatments, sealants, fillings, extractions, pulpotomies, and referrals. Also dental charting and review, maintenance and sterilization of dental equipment and tools, and determine need for follow-up appointments.	Peach Tree Dentist and Registered Dental Assistants	Number of children aged 0-5 receiving direct dental care, as calculated using NextGen Electronic Dental Records	250 children 0-5 served Approx. 23% of total dental screenings per year be for children aged 0-5.
ACTIVITY 1.2				
Preventative Services & Screenings	Coordinate and host fluoride varnish events. Collaborate with child development and school readiness programs to offer dental screenings and fluoride varnish applications for enrolled families.	MJUSD Dental Coordinator	Number of events offered Number of consent forms returned Number of dental screenings completed	4 school readiness programs and 6 preschool classes per year. Approx. 250 children
ACTIVITY 1.3 Care Coordination	Schedule and confirm appointments, verify insurance, register patients, communicate with dentist and assistants regarding follow-up appointment scheduling Coordinate with MJUSD Oral Health Coordinator regarding patient registration forms, school schedule, maintenance schedule, etc.	Peach Tree Patient Coordinator	Percent of patients returning for follow-up treatment and recall exams, tracked with NextGen Practice Management Software	80% of patients attend their scheduled follow up treatment and recall exams

SCOPE OF WORK – EVALUATION PLAN (SOW-EP) approved by Commission 6.24.21

EXHIBIT A

ACTIVITY 1.4				
Care Coordination	School wide distribution of promotional flyers. Distribution and collection of dental need forms and registration packets. Work with PTH Patient Coordinator to schedule dental visits for school patients. During school hours, assist school patients to and from Toothmobile for dental appointments.	MJUSD Dental Coordinator	Number of children who received treatment by type, as determined using Happy Toothmobile Data Base Reports and PTH EDR Reports	250 children will receive treatment, and types of treatment
ACTIVITY 1.5				
Routine Vehicle Maintenance	Operation, routine maintenance, set-up, and procurement of vehicle insurance.	MJUSD Mechanics	The mobile dental vehicle operates efficiently and reliably, and looks well maintained.	As needed, and as recommended by vehicle and equipment manufacturers

Objective 2:	Increased awareness of at least 580 children and parents/ caregivers about the importance of oral health
Goal Area:	Child Health and Development
Desired Result:	Increased awareness about the importance of oral health
Primary Target:	Families with children 0-5

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 2.1				
Community Outreach	Participate in community events, such as Help Me Grow Events, local community health fairs, and parent meetings. Hand out oral health supplies, educational materials, and prizes.	MJUSD Dental Coordinator, and HTM Dental Team	Number of community events participated in to increase awareness about the importance of oral health. Happy Toothmobile Data Base Reports	4 events per year. Approx 80+ people per year

SCOPE OF WORK – EVALUATION PLAN (SOW-EP) approved by Commission 6.24.21

EXHIBIT A

ACTIVITY 2.2				
Oral Health Education	Classroom presentations, educational lessons, and hands-on activities in MJUSD transitional Kindergarten, Kindergarten, preschool classes, and School Readiness Programs. Provide oral health supplies and educational materials.	MJUSD Dental Coordinator	Number of Oral Health presentations given, tracked with Outreach logs and Happy Toothmobile Data Base Reports	50 Preschool – Kinder classes per school year. Approx 500+ children per year
ACTIVITY 2.3				
Partner/Agency Collaboration and Care Coordination	Coordinate and support other First five agencies and collaborate to integrate or promote services such as oral health promotion and education when possible.	First Five funded partners		As needed

Agency Name: Marysville Joint Unified School District / Peach Tree Health
 Project Title: The Happy Toothmobile
 Fiscal Lead Contact: Ronda Bowers
 Phone Number: 530-682-7408
 Email: rbowers@miusd.com

		FISCAL YEAR: 2021 - 2022				FISCAL YEAR: 2022 - 2023				FISCAL YEAR: 2023 - 2024			
		TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA	TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA	TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 6 YUBA
A. SALARIES & BENEFITS													
FTE	POSITION TITLE												
1.00	MJUSD Oral Health Coordinator	\$50,000.00	\$50,000.00			\$50,000.00	\$50,000.00			\$50,000.00	\$50,000.00		
0.05	Mechanic	\$3,000.00	\$3,000.00			\$3,500.00	\$3,500.00			\$4,000.00	\$4,000.00		
0.05	Driver	\$3,000.00	\$3,000.00			\$3,000.00	\$3,000.00			\$3,000.00	\$3,000.00		
	TOTAL SALARIES	\$56,000.00	\$56,000.00	\$0.00	\$0.00	\$56,500.00	\$56,500.00	\$0.00	\$0.00	\$57,000.00	\$57,000.00	\$0.00	\$0.00
	TOTAL BENEFITS	\$0.00				\$0.00				\$0.00			
	TOTAL SALARIES & BENEFITS	\$56,000.00	\$56,000.00	\$0.00	\$0.00	\$56,500.00	\$56,500.00	\$0.00	\$0.00	\$57,000.00	\$57,000.00	\$0.00	\$0.00
B. OPERATING EXPENSES													
	Program Materials & Marketing	\$3,500.00	\$500.00		\$3,000.00	\$3,500.00	\$500.00		\$3,000.00	\$3,500.00	\$500.00		\$3,000.00
	Outreach & Supplies	\$5,500.00	\$500.00		\$5,000.00	\$5,500.00	\$500.00		\$5,000.00	\$5,500.00	\$500.00		\$5,000.00
	General Maintenance & Improvements	\$3,000.00	\$1,000.00		\$2,000.00	\$3,000.00	\$1,000.00		\$2,000.00	\$3,000.00	\$1,000.00		\$2,000.00
	Portable Dental Equipment	\$15,000.00			\$15,000.00					\$0.00			
		\$0.00				\$0.00				\$0.00			
		\$0.00				\$0.00				\$0.00			
	TOTAL OPERATING EXPENSE	\$27,000.00	\$2,000.00	\$0.00	\$25,000.00	\$12,000.00	\$2,000.00	\$0.00	\$10,000.00	\$12,000.00	\$2,000.00	\$0.00	\$10,000.00
C. SUBCONTRACTS													
<i>SUBCONTRACTS - Peach Tree Health</i>													
	Professional Dentist	\$182,413.00		\$182,413.00		\$187,885.00		\$187,885.00		\$193,522.00		\$193,522.00	
	Patient Coordinator	\$33,000.00		\$33,000.00		\$34,000.00		\$34,000.00		\$35,000.00		\$35,000.00	
	Registered Dental Assistant (RDA)	\$50,250.00		\$50,250.00		\$51,757.00		\$51,757.00		\$53,310.00		\$53,310.00	
	Registered Dental Assistant (RDA)	\$45,048.00		\$45,048.00		\$46,400.00		\$46,400.00		\$47,792.00		\$47,792.00	
	TOTAL SUBCONTRACTS	\$310,711.00	\$0.00	\$310,711.00	\$0.00	\$320,042.00	\$0.00	\$320,042.00	\$0.00	\$329,624.00	\$0.00	\$329,624.00	\$0.00
	TOTAL DIRECT PROGRAM COSTS	\$393,711.00	\$58,000.00	\$310,711.00	\$25,000.00	\$388,542.00	\$58,500.00	\$320,042.00	\$10,000.00	\$398,624.00	\$59,000.00	\$329,624.00	\$10,000.00
D. INDIRECT COST (%)													
	% of Grant	\$0.00				\$0.00				\$0.00			
	TOTAL INDIRECT EXPENSES	\$0.00			\$0.00	\$0.00			\$0.00	\$0.00			\$0.00
	TOTAL PROGRAM BUDGET	\$393,711.00			\$25,000.00	\$388,542.00			\$10,000.00	\$398,624.00			\$10,000.00

3-Year Total \$45,000.00

Agency Name: Marysville Joint Unified School District (MJUSD)

Project Title: Happy Toothmobile Dental Program

Project Period: July 1, 2021 – June 30, 2024

Budget Section	FY 2021 – 2022	FY 2022 – 2023	FY 2023 - 2024	3-Year Total
A. Operating Expenses	\$25,000.	\$10,000.	\$10,000.	\$45,000.
A. Operating Expenses	FY 2021 – 2022	FY 2022 – 2023	FY 2023 - 2024	Total Budget
Title: Outreach and Supplies Description: Oral Health supplies for 2000 children/yr, prizes, incentives, event signage/materials, event promotional items, etc. Approx. \$416 per mo. x 12 mos. = \$5,000 per year	\$5000.	\$5000.	\$5000.	\$15000.
Title: Program Materials and Marketing Description: Print costs for flyers, registration packets, educational handouts. Housekeeping & office supplies. Marketing expenses. Approx. \$250 per mo. x 12 mos. = \$3,000	\$3000.	\$3000.	\$3000.	\$9000.
Title: General Maintenance & Improvements Description: Operation, routine maintenance, repairs, vehicle parts, and insurance. Approx. \$167 per mo. x 12 mos. = \$2,000	\$2000.	\$2000.	\$2000.	\$6000
Title: Portable Dental Equipment Description: One-time expense, to complete portable dental station; electric hand pieces (3 high speed @ \$1500 ea, 3 slow speed @ \$1000 ea.), sterilizer (\$7500)	\$15,000	0.00	0.00	\$15,000.
Total Operating Expenses:	\$25,000	\$10,000	\$10,000	\$45,000.
Total Program Budget	\$25,000	\$10,000	\$10,000	\$45,000

103