

Yuba City Unified School District

Governing Board Regular Meeting Agenda

www.ycusd.org
530-822-7601

April 13, 2021

5:30 PM Closed Session
7:00 PM Open Session

750 Palora Avenue Yuba City, CA 95991
YCUSD Board Room



Members of the Governing Board

Lonetta Riley, President
Sarbjit Takhar, Vice President

Mary Buttacavoli, Clerk
Jasmin Dhama, Member
Nicolo Orozco, Member
Shelley Priddy, Member
Greg Quilty, Member

Student Members

Kansas Moffatt, APHS
Kiranjot Kaur, RVHS
Kara Chizek, YCHS

NOTICE TO THE PUBLIC

As the Board discusses agenda items, audience participation is permitted. The President will recognize those members of the audience who wish to speak. The President may set a time limit on each person's remarks. If necessary, each person wishing to speak will be asked to identify himself prior to speaking. Generally, the President will ask Board Members for their remarks prior to recognizing requests to speak from the audience. At the President's discretion, agenda items may be considered in other than numerical order.

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the office of the Superintendent at 750 Palora Avenue, Yuba City, during normal business hours and are available on line at www.ycusd.org.

Public comment shall be limited to matters within the "subject matter jurisdiction" of the Board. A matter is within the "subject matter jurisdiction" of the Board if it relates to the roles and responsibilities of the Board as set forth in Board bylaw 9000. Speakers are cautioned that under California law no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because the comments are made at a public meeting.

SPECIAL NOTICE

Anyone who is planning to attend the Board meeting and needs interpretation services or is visually or hearing impaired or has any disability that needs special assistance should call the Superintendent's Office at 822-7601 at least 48 hours in advance of the meeting to make arrangements.

Quien planea asistir a la reunión de la Junta Directiva y necesita servicios de interpretación debe llamar a la oficina del Superintendente al 822-7601 por lo menos 48 horas antes de la reunión para hacer los arreglos.

ਜੇਕਰ ਆਪਜੀ ਬੋਰਡ ਮੀਟਿੰਗ ਵਿੱਚ ਸ਼ਾਮਲ ਹੋਣਾ ਚਾਹੁੰਦੇ ਹੋ ਅਤੇ ਆਪਜੀ ਨੂੰ ਦੁਭਾਸ਼ੀਏ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਘੱਟ ਤੋਂ ਘੱਟ 48 ਘੰਟੇ ਪਹਿਲਾਂ ਸੁਪਰਿੰਟੈਂਡੈਂਟ ਦੇ ਦਫਤਰ ਵਿੱਚ 822-7601 ਫੋਨ ਨੰਬਰ ਤੇ ਫੋਨ ਕਰਨਾ ਲਾਜ਼ਮੀ ਹੈ ਤਾਂ ਕਿ ਦੁਭਾਸ਼ੀਏ ਦਾ ਪ੍ਰਬੰਧ ਹੋ ਸਕੇ।

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting will be available via Zoom using the following link

<https://zoom.us/j/99186887855?pwd=YmdyMzBOWXpBNGRTUUJwT1IRQ1dpZz09>

Meeting ID: 991 8688 7855

Passcode: NTRDVSH

Note: Members of the public who wish to address the Board via Zoom must contact Lora Broad lbroad@ycusd.org by noon April 13, 2021. Statements via zoom are limited to three (3) minutes, written statements are limited to 250 words.

1. CALL TO ORDER AND ROLL CALL
2. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
3. RECESS TO CLOSED SESSION
4. CLOSED SESSION

Public Employee Employment or Appointment

Human Resources Personnel Listing BR-2021-044

[Staff Report Personnel Listing](#)

Conference With Labor Negotiator

Pursuant to Government Code Â§54957.6. the board will meet in Closed Session to give direction to Agency Negotiator, Robert Shemwell, regarding negotiations with Yuba City Teachers Association, California School Employees Association Chapter #265, and unrepresented groups.

Conference with Legal Counsel

Pending Litigation - (Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9(b)(3)(C): (one potential case)

Public Employee Evaluation of Performance

Pursuant to Government Code section 54957, the Board will meet in Closed Session to discuss the performance evaluation of staff.

5. RECALL TO OPEN SESSION

6. PLEDGE OF ALLEGIANCE

The audience will be asked to stand for the Pledge of Allegiance followed by a moment of silence for all present to use at the dictates of their own conscience.

7. AGENDA REORGANIZATION / REPORT OF CLOSED SESSION

8. STUDENT REPORT

9. REPORTS AND INFORMATION

9.A Quarterly Report on Williams/Valenzuela Uniform Complaints for the period ending March 31, 2021.

[Williams Quarterly Report Jan Feb Mar](#)

9.B California Assessment of Student Performance and Progress (CAASPP) Testing Update

9.C Distance Learning and In-Person Learning Updates

9.D Update on COVID Relief Funds

10. COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

11. CONSENT AGENDA

11.A Approval of the March 23, 2021 YCUSD Governing Board Regular Meeting Minutes and the March 30, 2021 Governing Board Special Meeting Minutes.

[Governing Board Regular Meeting Minutes March 23, 2021](#)

[Governing Board Special Meeting Minutes March 30, 2021](#)

11.B Human Resources Personnel Listing BR-2021-044

[Staff Report Personnel Listing](#)

11.C Approval of Certificated Job Descriptions: Coordinator of Teacher Induction, Director of Student Services, and Coordinator of PBIS

[Staff Report Certificated Job Descriptions](#)

[Director of Student Services](#)

[Coordinator of Teacher Induction](#)

[Coordinator of PBIS](#)

11.D Warrant List

[Staff Report Warrant List](#)

[Warrant List](#)

11.E Approval of Gray Avenue Track Resurfacing Project Consulting Services

[Staff Report](#)

[Lloyd Consulting Services Proposal](#)

- 11.F Contracts and Agreements
[Staff Report Contracts and Agreements](#)
[Contracts and Agreements](#)

- 11.G Ratification of Contract(s) Executed Pursuant to Board Policy 3300
[Staff Report](#)
[BIDS - LOWEST BIDDER FIVESTAR SERIES](#)

- 11.H Authorize the Disposal of Surplus Property
[Staff Report Surplus](#)
[Surplus Forms](#)

- 11.I Approval of Gray Avenue Parking and Lighting Project Services
[Staff Report](#)
[HDA Proposal](#)

- 11.J Approval of Transportation / Maintenance Modular Project Services
[Staff Report](#)
[RGA Proposal](#)

- 11.K MOU with Browns Elementary School District
[Staff Report Browns MOU](#)
[Browns MOU ELPAC Testing](#)

- 11.L Swun Contract
[Staff Report Swun Math](#)
[Swun Math contract Yuba City USD](#)

- 11.M Curriculum Associates Contract
[Staff Report Curriculum Associates](#)
[Curriculum Associates Contract](#)

12. ACTION

- 12.A 2021 CSBA Delegate Assembly Run-off Ballot
[2021 CSBA Delegate Ballot Run-off- Region 4C](#)

- 12.B First Reading for Board Policy 3311.5 and Board Bylaw 9270
[Staff Report First Reading](#)
[BP 3311.5. Board Policy for Federal Grants](#)
[BB 9270 Board Bylaws Conflict of Interest](#)

- 12.C Approval of Barry Paving Phase Two Contract
[Staff Report](#)
[Bid Tabulation Sheet](#)
[Agreement](#)

12.D Primary Diagnostics - COVID Testing
Staff Report
Primary Contract
Primary - Generic School Consent Template

12.E MOU with Cambridge College
Staff Report Cambridge College MOU
Cambridge College MOU

13. BOARD REPORTS/INFORMATION/DISCUSSION
Committee Reports

14. COMMUNICATIONS
Written Communications from the Public
Comments from the Employee Representatives
Comments from the Board Members
Comments from the Superintendent

15. NEXT BOARD MEETING
April 27, 2021. Open Session at 7PM, Yuba City Unified School District Office

16. ADJOURNMENT



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: Public Employee Employment or Appointment

DEPARTMENT: Human Resources

SUBJECT: Human Resources Personnel Listing BR-2021-044

SUGGESTED ACTION: Approve as recommended.

ATTACHMENTS:
[Staff Report Personnel Listing](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: April 13, 2021

Item: Personnel Listing BR – 2021 - 044

PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Administrative	Superintendent	Vacant	Resignation
Certificated	Physical Education Teacher	Filled	New Hire
Certificated	Instructional Coach	Vacant	Resignation
Certificated	Art Teacher	Vacant	Resignation
Classified	Instructional Aide-Special Ed	Filled	New Hire
Classified	Cook/Transport	Filled	Transfer
Classified	Office Specialist I	Filled	39 Month Reemployment
Classified	Cafeteria Manager I	Vacant	Retirement
Classified	Head Custodian II	Vacant	Retirement
Classified	Bus Driver	Vacant	Deceased
Coaches	RVHS	Filled	New & Resignation
Coaches	YCHS	Filled	New

MR: ed



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: Conference with Legal Counsel

DEPARTMENT: Superintendent

SUBJECT: Pending Litigation - (Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9(b)(3)(C): (one potential case)

SUGGESTED ACTION:

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: REPORTS AND INFORMATION

DEPARTMENT: Educational Services

SUBJECT: Quarterly Report on Williams/Valenzuela Uniform Complaints for the period ending March 31, 2021.

SUGGESTED ACTION: The Superintendent accepts this report.

ATTACHMENTS:
[Williams Quarterly Report Jan Feb Mar](#)



970 Klamath Lane
 Yuba City, CA 95993
 PHONE: (530) 822-2933
 FAX: (530) 822-3085

QUARTERLY REPORT ON WILLIAMS/VALENZUELA UNIFORM COMPLAINTS
(Education Code § 35186)

District: Yuba City Unified School District
 Person completing this form: Pamela Aurangzeb
 Title: Assistant Superintendent, Educational Services

The Quarterly Report will be submitted at the Sutter County Superintendent of School’s Board Meeting on May 12, 2021 for the reporting months of January, February, and March 2021.

Please indicate the date this information will be reported publicly at your District’s governing board meeting: April 13, 2021

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total Number of Complaints	Number Resolved	Number Unresolved
Textbooks & Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facilities/Conditions	0	0	0
TOTALS	0	0	0

PRINT NAME OF DISTRICT SUPERINTENDENT

SIGNATURE OF DISTRICT SUPERINTENDENT



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: REPORTS AND INFORMATION

DEPARTMENT: Educational Services

SUBJECT: California Assessment of Student Performance and Progress (CAASPP) Testing Update

SUGGESTED ACTION: Information Only

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: REPORTS AND INFORMATION

DEPARTMENT: Superintendent

SUBJECT: Distance Learning and In-Person Learning Updates

SUGGESTED ACTION: Information Only

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: REPORTS AND INFORMATION

DEPARTMENT: Business Services

SUBJECT: Update on COVID Relief Funds

SUGGESTED ACTION: Information Only

ATTACHMENTS:



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Superintendent

SUBJECT: Approval of the March 23, 2021 YCUSD Governing Board Regular Meeting Minutes and the March 30, 2021 Governing Board Special Meeting Minutes.

SUGGESTED ACTION: Approval is requested.

ATTACHMENTS:

[Governing Board Regular Meeting Minutes March 23, 2021](#)
[Governing Board Special Meeting Minutes March 30, 2021](#)

*UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD MEETING
March 23, 2021*

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

The Public’s health and well-being are the top priority for the Board of Education of Yuba City Unified School District (“District”) and you are urged to take all appropriate health safety precautions. To facilitate this process, audio for the Board meeting was made available via zoom. The community was able to address the Board via zoom or email.

1) CALL TO ORDER AND ROLL CALL

Members Present: Jasmin Dhami, Nicolo Orozco*, Shelley Priddy, Greg Quilty, Lonetta Riley, Mary Buttacavoli, and Sarbjit Takhar

Members Absent: None

Staff Present: Doreen Osumi, Robert Shemwell, Pam Aurangzeb, and Michael Reed

*attended via zoom

2) PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

3) RECESS TO CLOSED SESSION

4) CLOSED SESSION

Public Employee Employment or Appointment

Human Resources Personnel Listing BR-2021-042

Conference with Labor Negotiator

- 5) RECALL TO OPEN SESSION
- 6) PLEDGE OF ALLEGIANCE
- 7) AGENDA REORGANIZATION / REPORT OF CLOSED SESSION
- 8) STUDENT REPORT

Kara Chizek, YCHS Student Board Member, shared plans for Prom. She shared the excitement of the first day of 6-12 Hybrid in-person classes; stating that there were a few hiccups, attendance was lower than planned and that overall, and the day went well.

9) REPORTS AND INFORMATION

9.A AB 86

Superintendent Osumi stated that the intent of AB 86 is for districts to reopen schools for the youngest students. She stated that it is comprised of a budget package that provides funding for safety measures to support in-person instruction and funding for expanded learning. Ms. Osumi stated the requirements of the grant and that the grant can be forfeited for noncompliance. Deputy Superintendent Shemwell stated that the District expects to see \$10M for extended learning, with a small percentage going towards PPE.

9.B Indoor Athletics

Superintendent Osumi gave the Board information, conditions and considerations for athletes to return to play for impacted indoor sports stating that the District will adhere to college standards with site specific protocols.

9.C Nutrition Service Program - Follow up from Previous Meeting

Director Slattery Clarification on Cafeteria Funds fund 13, Food Choices , Meal Presentation, Healthier Food Options, Natural vs Added, and 2020-2025 Dietary Guidelines for Americans.

9.D Distance Learning and In-Person Learning Updates

Superintendent Osumi gave an update on Hybrid Learning focusing on current TK-5 hybrid attendance numbers, 6-12 anticipated hybrid attendance numbers, and changes and updates. The Board gave Superintendent Osumi direction to start preparing to fully reopen grades TK-5 after Spring Break.

9.E 2021 Summer School

Assistant Superintendent Aurangzeb gave the Board information on Summer School. She stated K-8 students will have intervention and enrichment , all sites will have summer school, it will be a full day program for 6 weeks and be offered to at least 60% of YCUSD students. Ms. Aurangzeb stated that high school summer school will include credit recovery, math academy, advanced placement support, and college course offerings to students in the dual enrollment program.

10) COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

Mary Buttacavoli read the public statement. Sara Sandgren spoke to the Board regarding fully re-opening YCUSD schools' grades TK-12. A letter was read from Rhonda Hamilton regarding COVID-19 and allergies.

11) CONSENT AGENDA

- 11.A Approval of the March 9, 2021 Governing Board Regular Meeting Minutes and the March 11, 2021 Governing Board Special Meeting Minutes
- 11.B Human Resources Personnel Listing BR-2021-042
- 11.C School Climate Health & Learning MOU
- 11.D Ratification of Contract(s) Executed Pursuant to Board Policy 3300
- 11.E Contracts and Agreements
- 11.F Donations
- 11.G Authorize the Disposal of Surplus Property

On a motion by Sarbjit Takhar, seconded by Jasmin Dhimi the Consent Agenda was approved. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

12) ACTION

- 12.A First Reading BP AR 3230
Deputy Superintendent Shemwell reported to the Board that this is a routine policy and administrative regulation.

On a motion by Sarbjit Takhar, seconded by Jasmin Dhimi, the Board waived the second reading of BP AR 3230. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

On a motion by Sarbjit Takhar, seconded by Jasmin Dhimi, the Board accepted the first reading and approved BP/AR 3230. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

- 12.B Modification to Athletic Eligibility Policy for Spring 2021
Superintendent Osumi stated that due to COVID-19 there are concerns regarding students being eligible to participate in extra-curricular activities.

Because of this concern, staff is recommending modification to the eligibility requirements are adjusted for the spring of 2021 only.

On a motion by Nicolo Orozco, seconded by Jasmin Dhami, the Board approved the modification to Athletic Eligibility Policy for Spring 2021. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

- 12.C Approval of April Lane Roofing Contract
- 12.D Approval of YCHS Roofing Project

At the Board's request, items 12.C Approval of April Lane Roofing Contract and 12.D Approval of YCHS Roofing Project be approved in one motion. On a motion by Sarbjit Takhar, seconded by Shelley Priddy the Board approved the April Lane roofing contract and the YCHS roofing project. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

- 12.E Elimination/Reduction in Classified Employee Services BR-2021-043
Assistant Superintendent Reed stated that the elimination of services is due to the program being eliminated and that all employees effected would remain employed, however the number of days worked would be reduced.

On a motion by Shelley Priddy, seconded by Sarbjit Takhar, the Board accepted the elimination/reduction in Classified Employee Services BR-2021-043. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain

13) BOARD REPORTS/INFORMATION/DISCUSSION

Shelley Priddy reported on the Personnel Committee meeting stating that the agenda focused on athletic coaching stipends, review of impacts due to June 2020 reductions in force, and the California Statewide Assignment Accountability System.

Mary Buttacavoli reported on the Facilities Committee meeting stating that roofing and summer projects are scheduled.

14) COMMUNICATIONS

Employee Groups: Mercedes Geraldo, CSEA President, expressed excitement having 6-12 students return to in-person learning, is excited for classified Summer School opportunities, and is encouraged for the return of reduced positions.

Dina Luetgens, YCTA President, expressed having 6-12 students return to in-person learning, commended all YCUSD staff for the hard work they are doing at YCUSD, stated that YCTA shares in a positive message in the community, stated

that negotiations are scheduled for tomorrow, and thanked the Board for their time and deliberations tonight.

Board Comments: Greg Quilty welcomed 6-12 students back to in-person learning.

Nicolo Orozco expressed that he is glad to see the County in Red.

Jasmine Dhimi stated that the first day of students returning to in-person learning exceed her expectations and she encourages students to attend in-person.

Sarbjit Takhar is glad to have happy kids back on campuses.

Shelley Priddy stated her excitement having in-person learning for all grade levels and knows that there will be challenges preparing for full time TK-5.

Lonetta Riley stated her support for teachers and welcomed back all teachers and students.

Superintendent: Superintendent Osumi thanked the Board for their action this evening.

15) NEXT BOARD MEETING

16) ADJOURNMENT

On a motion by Sarbjit Takhar, seconded by Nicolo Orozco, the Board adjourned.
The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Mary Buttacavoli, Clerk

*UNOFFICIAL
YUBA CITY UNIFIED SCHOOL DISTRICT
GOVERNING BOARD SPECIAL MEETING
March 30, 2021*

Audio for this meeting is available at www.ycusd.org

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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1) CALL TO ORDER AND ROLL CALL

Members Present: Jasmin Dhami, Nicolo Orozco*, Shelley Priddy, Greg Quilty, Lonetta Riley, Mary Buttacavoli, and Sarbjit Takhar

Members Absent: None

Staff Present: Doreen Osumi, Robert Shemwell, and Michael Reed

*attended via zoom

2) PLEDGE OF ALLEGIANCE

3) COMMENTS FROM THE PUBLIC ON ITEMS NOT ON THE AGENDA

President Riley read letters from Bethany Whippo, Jennifer Bartlett, Alicia Romero, Cindy Storment, and Vicki Taylor regarding schools reopening.

Mary Buttacavoli read the YCUSD statement. Kelly Swanson, Lori Schenken, Dina Luetgens, David Loudermilk, and Celina Andrade spoke to reopening schools.

4) ACTION

4.A Distance Learning Update

Superintendent Osumi gave the Board an update on Distance Learning which included historical facts and changes, current parent survey data, recommendations, and District wide distance learning classes.

On a motion by Shelley Priddy, seconded by Jasmin Dhami, to open grades K-5 to 5 days a week starting April 19, 2021, and for TK to remain in a hybrid schedule for the remainder of the year. The Roll Call Vote: 6 Ayes, 0 Noes, 0 Absent, 1 Abstain (Buttacavoli).

5) COMMUNICATIONS

Employee Groups: Mercedes Geraldo, CSEA President, expressed concerns over city busses being used to transport students and the use of instructional aids on city busses. She also stated that everyone on campus need to wear masks.

Dina Luetgens, YCTA President, expressed appreciation for the extra week for planning and wished everyone a wonderful spring break.

Board Comments: None

Superintendent: Superintendent Osumi read a statement that addressed the enormity of responsibility during COVID-19. Ms. Osumi's statement included her resignation effective June 30, 2021.

6) ADJOURNMENT

On a motion by Sarbjit Takhar, seconded by Shelley Priddy, the Board adjourned. The Roll Call Vote: 7 Ayes, 0 Noes, 0 Absent, 0 Abstain.

Approved:

Respectfully Submitted,

Doreen Osumi, Secretary

Lonetta Riley, President

Mary Buttacavoli, Clerk



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Human Resources

SUBJECT: Human Resources Personnel Listing BR-2021-044

SUGGESTED ACTION: Approve as recommended.

ATTACHMENTS:
[Staff Report Personnel Listing](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Asst. Supt. of Human Resources

Meeting Date: April 13, 2021

Item: Personnel Listing BR – 2021 - 044

PERSONNEL ACTIONS			
CLASSIFICATION	POSITION	STATUS	ACTION
Administrative	Superintendent	Vacant	Resignation
Certificated	Physical Education Teacher	Filled	New Hire
Certificated	Instructional Coach	Vacant	Resignation
Certificated	Art Teacher	Vacant	Resignation
Classified	Instructional Aide-Special Ed	Filled	New Hire
Classified	Cook/Transport	Filled	Transfer
Classified	Office Specialist I	Filled	39 Month Reemployment
Classified	Cafeteria Manager I	Vacant	Retirement
Classified	Head Custodian II	Vacant	Retirement
Classified	Bus Driver	Vacant	Deceased
Coaches	RVHS	Filled	New & Resignation
Coaches	YCHS	Filled	New

MR: ed



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Human Resources

SUBJECT: Approval of Certificated Job Descriptions: Coordinator of Teacher Induction, Director of Student Services, and Coordinator of PBIS

SUGGESTED ACTION: The recommendation of staff is to approve as presented.

ATTACHMENTS:

[Staff Report Certificated Job Descriptions](#)
[Director of Student Services](#)
[Coordinator of Teacher Induction](#)
[Coordinator of PBIS](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Michael Reed, Assistant Superintendent of Human Resources

Meeting Date: April 13, 2021

Item: Approval of Certificated Job Descriptions:

- Coordinator of Teacher Induction,
- Director of Student Services, and
- Coordinator of Positive Behavior Intervention Systems (PBIS)

The agenda includes three (3) job descriptions brought before the Board for approval.

Director of Student Services

Job description was updated to better reflect the specific duties of the recently vacated position, currently posted for hire.

Coordinator of Teacher Induction

Assistant Superintendent, Pamela Aurangzeb, recently reported that Yuba City Unified School District was approved by the California Commission on Teacher Credentialing (CCTC) to provide a unique Teacher Induction Program for our newest educators. The newly formed coordinator position will support the implementation of the approved plan under the supervision of the Educational Services Department.

Coordinator of Positive Behavior Intervention Systems

Director of Student Engagement, Jennifer Cates, applied for and received grant funding under the Learning Communities for School Success Program (LCSSP), authorized by California Education Code (EC) sections 33430–33436. The grant provides for two (2) years of funding awarded to support efforts in identifying and implementing evidence-based, non-punitive programs and practices aligned with the goals for pupils contained in the District's local control and accountability plans (LCAP). The job description for this coordinator position is critical to the successful implementation of plans associated with these grant funds.

The recommendation of staff is to approve as presented.

Yuba City Unified School District

Director of Student Services

DEFINITION

Under direction of the Assistant Superintendent of Educational Services, the Director of Student Services will lead, direct and supervise the District Safe Schools, School Athletic programs and procedures; serve as a resource and liaison to District and site personnel as well as community and youth agencies; and perform related duties as assigned.

ESSENTIAL DUTIES

- Assist in developing, planning, organizing, and implementing policies, regulations, programs, and procedures pertaining to student attendance:
 - Monitor and coordinate inter-district and intra-district attendance agreements;
 - Serve as the District's representative regarding restraining orders or other legal paperwork as it relates to students.

- Facilitate and coordinate the District's athletic programs
 - Ensure compliance and adherence to all CIF Bylaws and mandates;
 - Coordinate and monitor District athletic budgets;
 - Serve as a liaison between site Athletic Directors and the District Office;
 - Ensure all District policies related to athletics are followed, including the completion of all trainings required by policy;
 - Acting student Title IX Officer.

- Facilitate student discipline to reflect the YCUSD intent to keep students in school and implement policies and practices in that regard:
 - Administer and facilitate student suspension appeals;
 - Serve as the District's representative in expulsion and expulsion proceedings;
 - Communicate with site administrators, parents and Board regarding expulsion cases;
 - Develop and implement strategies, programs to decrease suspensions and expulsions;
 - Monitor and ensure student readmission conditions are implemented, met, documented and process: and
 - Provide training, information, and support to site administrators and staff to increase effective classroom management

- Develop and implement policies and procedures pertaining to the District Safe Schools Program:
 - Serve as the YCUSD liaison to local law enforcement and other community agencies regarding issues of student/school safety and student achievement;

- Assist in the development and implementation of School Safety plans and Emergency Response plans that are viable and articulated within community services;
- Assist in the development and implementation of school safety grants;
- Monitor and evaluate school emergency drills and other mandated components related to student safety and achievement;
- Analyze and assess program needs and offer recommendations for program development/implementation related to students:
- Assist in the development and implementation of innovative programs designed to prevent student success barriers such as abuse of drugs, alcohol or tobacco, poor attendance, or gang involvement;
- Plan, coordinate, and implement staff development and training activities related to student achievement; and,
- Other related duties, such as:
 - Distribute important news and media releases related to student services, functions and events within the District.
 - Explore and seek out funding sources to assist in program development for students.
 - Actively seek opportunities to improve conditions, programs, and funding for student safety, and school success;
 - Serve on the Superintendent's cabinet, attend all Board meetings and participate in YCUSD Leadership team;
 - Assist in coordination of services for students with other Educational Services departments;
 - Assist in the coordination of the Coordinated School Health program;
 - Supervise and coordinate District athletic programs;
 - Supervise and coordinate the assimilation of data and reports such as district ethnicity, English Learners, suspension/expulsion and truancy data, and Healthy Kids Survey.
 - Monitor Catapult communication system.

QUALIFICATIONS

Knowledge of methods, principles, techniques and procedures concerning the operation, assessment and evaluation of District student achievement, safety, and athletic programs; legal mandates, policies, regulations, and procedures pertaining to suspensions, expulsions, student attendance, student rights and responsibilities, and due process; CIF Bylaws; Federal, State, and local community groups and agencies that provide assistance to pupil service programs and activities; effective drug, alcohol, and tobacco prevention and gang prevention programs; and, principles of supervision, training and program administration.

Ability to plan, organize, develop and coordinate the activities of a broad range of student achievement and attendance programs; analyze and evaluate student achievement and attendance program activities and implement procedures which will improve the provision of services; ensure that student achievement and attendance programs and activities are carried out in compliance with federal and state requirements; serve as a

resource to instructional and management personnel and community youth service agencies; serve as a liaison with a variety of community and governmental organizations; develop a rapport with students and families; establish and maintain effective organization, community and public relationships; communicate effectively in oral and written form.

CREDENTIAL

Possess a Valid California Credential or eligibility for credential authorizing services as an Administrator.

EDUCATION

A Master's Degree or higher preferable.

EXPERIENCE

Minimum of three years successful site level administrative experience; and knowledge of K-12 education.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit, stand, walk, use hands, and reach with hands and arms. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Some driving is required. Frequent writing is required. Some extended hours and multiple demands from several people are frequently required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Yuba City Unified School District

Coordinator of Teacher Induction

DEFINITION

Under general direction of the Assistant Superintendent of Educational Services, the purpose/s of supporting the planning and organization of the district Induction Program including recruitment, selection, training and employee relations; planning and directing a variety of Induction Program functions; ensuring that program functions conform to district and state requirements. Incumbents in this class must work within a framework of standard district policies and procedures and State and Federal laws and must be able to provide leadership, present information and manage a flexible schedule.

GENERAL RESPONSIBILITIES

Working independently under broad organizational policies to achieve organizational objectives; managing major organizational components; Utilization of significant resources from other work units is routinely required to perform the job's functions. There is a continual opportunity to significantly impact the organization's services.

ESSENTIAL DUTIES

- Plans, coordinates, and manages ongoing operations of the Yuba City Unified School District Induction Program, including professional development, training, program evaluation and technical assistance for participants, staff and program partners
- Coordinates and oversees program events, activities and operations related to teacher induction
- Assists in the creation of professional development materials
- Facilitates, supports, and oversees delivery of professional development;
- Monitors program implementation and ensures requirements are met within established budget and timelines
- Maintains effective communication system with program partners
- Coordinates and facilitates planning meetings
- Assesses and evaluates work of program participants
- Monitors the progress of candidates toward completion
- Maintains accurate records and completes reports
- Utilizes technology to enhance and support the program
- Establishes and maintains liaisons with universities, districts, counties, state department of education and other related agencies
- Selects, trains, manages and evaluates the work of assigned program staff and contractors.
- Manages program data collection, facilitates data analysis and completes accreditation and program improvement tasks
- Serves as induction mentor to assigned candidate(s)

QUALIFICATIONS

Skills are required to perform multiple, technical tasks with a need to routinely upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: planning and managing projects; repairing and maintaining accurate records; using pertinent software applications.

Knowledge is required to review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions; and analyze situations to define issues and draw conclusions. Specific Knowledge based competencies required to satisfactorily perform the functions of the job include: concepts of grammar and punctuation; planning, organizing and directing others; applicable laws, codes, regulations, policies and procedures and employee selection, supervision and evaluation techniques.

Ability is required to schedule a significant number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a significant diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize a variety of job-related equipment. Independent problem solving is required to analyze issues and create action plans. Problem solving with data requires analysis based on organizational objectives; and problem solving with equipment is moderate. Specific Ability based competencies required to satisfactorily perform the functions of the job include: adapting to changing work priorities; being attentive to detail; communicating with diverse groups; displaying tact and courtesy; establishing and maintaining effective working relationships; maintaining confidentiality; meeting deadlines and schedules; setting priorities; working as part of a team; working with constant interruptions; working with detailed information/data; providing technical assistance to others concerning program practices and policies.

EXPERIENCE

Job-related experience within specialized field with increasing levels of responsibility

EDUCATION

Bachelor's Degree required and equivalent to completion of a Master of Arts or higher degree from an accredited college or university in educational administration, curriculum and instruction, or other closely related areas is preferred.

CERTIFICATION

California Administrative Credential is preferred, Valid Driver's License, Criminal Justice Fingerprint/Background Clearance TB Clearance

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit, stand, walk, use hands, and reach with hands and arms. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Some driving is required. Frequent writing is required. Some extended hours and multiple demands from several people are frequently required.

Pending Board Approval

Yuba City Unified School District
Coordinator of PBIS (Positive Behavior Intervention Systems)

DEFINITION

The Coordinator will interact with district administrators, teachers, students and district families to support and facilitate the training and implementation of Positive Behavior Interventions Systems across the district while maintain the integrity and requirements as required by the LCSSP grant. This position will report to the Director of Student Engagement.

ESSENTIAL DUTIES

- Facilitate sustainability and expansion of PBIS practices district-wide.
- Provide and/or facilitate quality training of all three tiers of PBIS.
- Oversee district level data collection, management and analysis.
- Train and provide ongoing technical and data analysis support to staff who use school-wide data collection systems (SWIS, SWIS-CICO, Dashboard, etc)
- Collect and monitor school and district databases to track and analyze student behavioral data including, but not limited to, office discipline referrals, suspensions, team implementation, team assessment of schoolwide implementation and fidelity, and climate survey patterns.
- Participate in regional, statewide and national PBIS leadership conferences, trainings and meetings as a representative of the District.
- Completes regular reporting to all stakeholders.
- Provides ongoing coaching and support of school-based PBIS teams.
- Function as a collaborative part of the district-level team.
- Other job-related duties as assigned.

QUALIFICATIONS

Ability to monitor the ongoing implementation and training of PBIS at district sites; assess school needs and assist in developing viable plans and alternative options to addressing those needs; facilitating a Fidelity walkthrough tool with the site PBIS team; provide training and development for district and site staff; serve as a liaison between school site teams and the district office; ability to listen, clarify, and facilitate group meetings; develop rapport and establish relationships with district and site staff; establish and maintain effective organizational skills; communicate effectively in both verbal and written form; monitor and file timely reports as required by the state and specific grant requirements; ensure that school site teams are implementing the program effectively and with fidelity; utilize data from the state and district to guide school site teams in establishing goals and monitoring student success; willingness to work in diverse, and sometimes, demanding environments with frequent multi-tasking.

CREDENTIAL

A valid California Credential and California Administrative Services Credential as Administrator.

EDUCATION

A Master's Degree or higher preferable.

EXPERIENCE

Experience in data-based decision making and demonstrated leadership skills with past work experience

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit, stand, walk, use hands, and reach with hands and arms. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Some driving is required. Frequent writing is required. Some extended hours and multiple demands from several people are frequently required.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Pending Board Approval



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Warrant List

SUGGESTED ACTION: The Superintendent Recommends Approval

ATTACHMENTS:
[Staff Report Warrant List](#)
[Warrant List](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: April 13, 2021

Item: Warrant List

The Commercial Warrant Registers for March 4th, 11th, 18th and 25th are presented for Board consideration.

BACKGROUND INFORMATION: Education Code Section 42631 - All payments from the funds of the school district shall be made by written order of the Governing Board of the District.

FINANCIAL IMPACT: Expenditures of \$3,852,770.68

BUSINESS SERVICES

SUMMARY OF CURRENT EXPENDITURES

FOR THE WEEK ENDING	GENERAL FUND (01)	CHILD DEV FUND (12)	CAFETERIA FUND (13)	DEFERRED MAINTENANCE FUND (14)	CAPITAL FACILITIES DEVELOPER FUND (25)	SPEC RESV BLDG & EQ FUND (40)	MELLO ROOS FUND (49)	SELF INS. FUND (67)	TOTAL OF BATCH
3/4/21	\$1,476,868.57	\$5,000.59	\$768.84					\$2,494.34	\$1,485,132.34
3/11/21	337,673.88	29,169.48	787.33	425.00					\$368,055.69
3/18/21	1,006,645.08	6,717.34	190,337.32	1,112.20			2,667.80		\$1,207,479.74
3/25/21	734,702.52	10,449.14	43,524.43		1,340.63			2,086.19	\$792,102.91
TOTAL	\$3,555,890.05	\$51,336.55	\$235,417.92	\$1,537.20	\$1,340.63	\$0.00	\$2,667.80	\$4,580.53	\$3,852,770.68

GRAND TOTAL OF ALL FUNDS \$3,852,770.68



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Approval of Gray Avenue Track Resurfacing Project
Consulting Services

SUGGESTED ACTION: Superintendent recommends approval of the proposal.

ATTACHMENTS:

[Staff Report](#)
[Lloyd Consulting Services Proposal](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent of Business Services

Meeting Date: April 13, 2021

Item: Approval of Gray Avenue Track Resurfacing Project Consulting Services

Yuba City Unified requested Lloyd Civil & Sports Engineering, LLC provide a proposal for consulting services on the Gray Avenue Track Resurfacing project. Lloyd has worked with the District in the past to successfully design the YCHS and RVHS Track and Field upgrades.

Professional Services are exempt from the competitive bidding threshold upon approval of the Board.

Yuba City Unified recommends approval of the proposal.

Fiscal Impact: \$44,810.00 Fund 49

March 31, 2021

Mr. Mark Button
Director of Maintenance and Facilities
Yuba City Unified School District
Yuba City, CA 95993
Via electronic mail; mbutton@ycusd.org

**RE: Yuba City Unified School District
Grey Avenue Middle School; Track Resurfacing and Maintenance
Lloyd Project #21-117**

Dear Mark,

Lloyd Civil & Sports Engineering, LLC (LLOYD) appreciates the opportunity to submit a consultant proposal for the running track resurfacing at Grey Avenue Middle School. The consulting scope includes: 1) conditions assessment and procurement strategy; 2) bid documents, permitting and bidding support; and 3) construction administration associated with the resurfacing of the existing running track and field event areas, plus modest landscape adjustments and required accessibility.

This proposal is based upon a district determination the scope envisioned is primarily a “maintenance project” and will only require DSA approval for access compliance consistent with DSA IR A-22, with no other approvals outside of the Yuba City Unified School District.

SCOPE OF SERVICES

1.0 Programming, Conditions Assessment, and Procurement Strategy

- 1.1 LLOYD will thoroughly review the existing conditions collect appropriate data for the track and surrounding areas and complete an accessibility survey for determining the scope of work need for permitting and compliance.
- 1.2 LLOYD will meet and confer with district representative and users, as appropriate, to review facility uses, program needs, priorities and reach a unified consensus on goals, objectives and desired outcomes for the investment including the performance and quality of the finished synthetic surfacing.
- 1.3 LLOYD will meet with district procurement staff and assist with developing the optimal delivery strategy, managing risk, and timeline to meet the district requirements and prepare a desired project schedule. (It is anticipated that items 1.1 through 1.3 will include a day of meeting and workshop sessions at district facilities.)
- 1.4 LLOYD will lead, prepare for, and document through minutes, as necessary, the activities, outcomes and decisions by the district of this planning and essential evaluation process. Lloyd will prepare an opinion of probable construction costs/estimate upon final scope approval by the district.

2.0 Bid Documents; Plans and Specifications

- 2.0 Accessibility documentation: The LLOYD team and associated architect, Harrington Design will prepare drawings, specifications and details as required by DSA that identify all existing accessible site improvements that will be required in support of this Access-Only project submittal.

- 2.1 Site Plan: LLOYD will prepare a dimensioned site plan, using existing district documents, showing the resurfacing, repair areas, and appropriate layout for the track and field resurfacing project. These improvements include but are not limited to field/track surfacing, field events, landscape and site adjustments, surfacing, miscellaneous junction boxes, etc.
 - 2.1.1 Demolition and Surfacing Plan: Lloyd will prepare appropriate demolition, surfacing, landscape and associated surfacing grading and infrastructure plans as necessary as the scope and desired solutions are finalized.
- 2.2 Details and Sections: LLOYD will prepare drawings to clarify any details, transitions, sections, or requirements of the resurfacing plan including items like utility boxes, goals, irrigation, field event features. (Any irrigation/water/storm drain infrastructure redesign is excluded.)
- 2.3 Striping Graphic Plan: If needed, LLOYD will work with the district to finalize a graphical representation showing the striping, logos, colors, etc.
- 2.4 Staging Plan: LLOYD will provide a plan for contractor access, construction fencing (if needed), staging of equipment and materials. This staging plan will be coordinated with the district so that necessary parking, etc. can be secured.
- 2.5 Demolition Specification: LLOYD will provide a specification which outlines the demolition of the existing synthetic track, track repairs areas, protection of existing improvements. The specification will also outline the contractor's obligations if they damage existing improvements.
- 2.6 Sitework Specification: LLOYD will provide a specification which include required sitework, site paving, landscaping, drainage, and irrigation.
- 2.7 Synthetic Track Specification: LLOYD will provide a specification which includes required submittals, track installer qualifications, repair materials and resurfacing/striping product. The specification will also include installation, warranty, and any testing requirements.
- 2.8 Summary of Work: LLOYD will provide a specification which includes scope of work, staging requirements, protection of existing facilities, schedule which identifies the window, unit prices, allowances or alternates in which construction shall occur and other relevant information.

3.0 Approvals, Procurement, Bidding, and Award

- 3.0 LLOYD and associated architect Harrington Design will prepare and submittal requirements including the DSA 1, Application for Approval of Plans and Specifications form (Any fees to be paid directly by district.) If selected.
 - 3.1 Lloyd will work with the district to develop bid forms and project general requirements that will be needed.
 - 3.2 LLOYD will attend one (1) pre-bid meeting at the district site and participate in the pre-bid meeting as requested by district staff
 - 3.2 LLOYD will respond to RFI's and other contractor inquiries during the bid process. We will prepare up to one bid addenda if required.
 - 3.3 LLOYD will assist with bid review and award processes led by the district.

4.0 Construction Administration and Close-Out

- 4.1 LLOYD will provide site visits which are intended to monitor the quality of the contractor’s performance. This includes quality preparations, paving, track repairs, resurfacing, striping, landscaping, field events and all details.
- 4.2 Provide a punch walk and obtain necessary closeout documents from the contractor (warranty, maintenance manuals, etc). Lloyd and team will complete the close-out and final DSA Certification of the project, if elected.
- 4.3 Review submittals and process requests for information, review contractor pay applications.
- 4.4 We anticipate three (3) site visits plus bi-weekly project phone conferences from the start of construction through full completion and close-out.
- 4.5 Lloyd is available to provide additional services such as full service owner’s representation or other construction services requested by the owner as the project delivery and schedule develops.

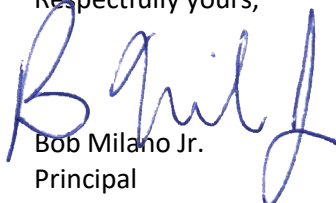
5.0 FEE SCHEDULE

	<u>Reimbursable Expenses</u>	<u>Fixed Fee</u>	<u>DSA Scope & Certification</u>
Task1.0 Programming, Conditions Assessment, and Procurement Strategy		\$ 3,460	\$ 1,120
Task 2.0 Bid Documents; Plans and Specification		\$ 17,670	\$ 4,340
Task 3.0 Approval, Bidding, and Award		\$ 3,770	included
Task 4.0 Construction Administration & Close		\$ 9,440	\$ 2,510
Total	\$ 2,500	\$ 34,340	\$ 7,970

Reimbursable expenses which include travel and printing services are billed at cost plus 5%.

If this proposal meets with your approval, please sign and return it to us for our file. We will accept a signed copy of this proposal as a contract and notice to proceed. Please call us with any questions you might have regarding this proposal. We appreciate the opportunity to work with you and to help make this exciting project a great success for the students and the community.

Respectfully yours,



Bob Milano Jr.
 Principal
 Lloyd Civil and Sports Engineers



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Contracts and Agreements

SUGGESTED ACTION: The Superintendent Recommends Approval

ATTACHMENTS:
[Staff Report Contracts and Agreements](#)
[Contracts and Agreements](#)

Yuba City Unified School District
Governing Board Meeting Staff Report

To: YCUSD Governing Board
From: Robert Shemwell, Deputy Superintendent
Meeting Date: April 13, 2021
Item: Contracts and Agreements

During the course of the school year, it is necessary to enter into contracts and agreements for goods and/or services.

The attached list of contracts/agreements is submitted for Board approval and/or ratification.

Includes Purchase Orders dated 03/12/2021 - 03/31/2021 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location CHILDREN CENTER (CC)				
P21-01442	CDW GOVERNMENT INC.	WO #23216 SMART BOARD CC	12-4400-6105	47,120.94
Location DISTRICT OFFICE (DO)				
B21-00811	CYNTHIA L. GAPPA	CONSULTANT WORK FOR IIA	01-5800-0790	10,000.00
B21-00817	SPECIALIZED EDUCATION OF CALIFORNIA INC.	MB, AM, CDJM, EO, FT MV, DVD, DW	01-5877-6500	75,000.00
P21-01402	T-MOBILE USA INC	WO #NA HOTSPOTSERVICE DO	01-4300-3210	12,000.00
P21-01417	AVID CENTER	AVID MEMBERSHIP FEES 21-22	01-9330-0000	57,546.00
			Total Location	154,546.00
Location FOOD SERVICE (FDSC)				
B21-00813	THE FRUIT GUYS LLC	OPEN PO FOR FFVP	13-4710-5370	30,000.00
B21-00815	HYLEN DISTRIBUTING	OPEN PO - DAIRY PROD.2020/2021	13-4712-5310	80,000.00
P21-01470	ES FOODS INC	PRE-PACKAGED FOODS WAREHOUSE	13-4710-5310	88,704.00
P21-01471	ES FOODS INC	PRE-PACKAGED FOODS FREEZER	13-4710-5310	45,259.20
			Total Location	243,963.20
Location INFORMATION SYSTEMS (ITS)				
P21-01362	CDW GOVERNMENT INC.	WO #NA USB EXTENDER DIST	01-4300-3220	9,519.51
P21-01454	SOFTCHOICE CORPORATION	WO #NA CAMSA EES-LVL C-YR ANNUAL RENEWAL	01-9330-0000	77,146.09
			Total Location	86,665.60
Location LINCREST ELEMENTARY (LCRS)				
B21-00800	OFFICE DEPOT	OPEN PO FOR TEACHER SUPPLIES	01-4300-0790	1,300.00
			01-4300-3010	3,700.00
			Total Location	5,000.00
Location MAINTENANCE (MAIN)				
B21-00819	RECOLOGY YUBA-SUTTER	BPO - DUMP/DEBRIS BOXES	01-5500-8150	6,000.00
P21-01416	DUMONT PRINTING INC	DESK SHIELDS FOR TALL HS STUDENTS	01-4300-3210	8,230.85
P21-01437	UNITED TEXTILE	COVID CLEANING SUPPLIES	01-4300-3210	8,588.58
P21-01440	BUTTES CENTER STATE PIPE & SUPPLY	DO TOUCHLESS HARDWARE FOR COVID	01-4300-3210	3,007.76
			01-4400-3210	4,043.11
P21-01469	GEARY PACIFIC SUPPLY	TIERRA BUENA BARD UNIT	01-6200-8150	8,580.00
P21-01473	WATERPROOFING ASSOCIATES INC	LINCREST ROOF REPAIRS	01-5625-8150	7,591.31

*** See the last page for criteria limiting the report detail.

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

ESCAPE ONLINE
Page 1 of 2

Includes Purchase Orders dated 03/12/2021 - 03/31/2021 ***

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
			Total Location	46,041.61
Location RIVER VALLEY HIGH (RVHS)				
P21-01468	ULINE	PRIDE MATS FOR RVHS CAMPUS	01-5800-0790	8,366.72
Location RIVERBEND ELEMENTARY (RBND)				
P21-01367	OFFICE DEPOT	SCIENCE STUDENT TABLES	01-4300-0790	26,983.37
Location ST ISIDORE CATHOLIC SCHOOL (STIS)				
P21-01445	SACRAMENTO NETWORK SOLUTIONS	WIRELESS INFRASTRUCTURE UPGRADE	01-5800-3210	5,119.64
			01-5800-3215	2,611.00
			01-5800-4127	1,801.19
			Total Location	9,531.83
Location TRANSPORTATION (TRAN)				
B21-00084	LAKEVIEW PETROLEUM	FUEL	01-4300-0730	35,000.00
			01-4300-6500	75,000.00
P21-01460	PC MCKENZIE COMPANY	COMPRESSOR FOR CNG STATION	01-6400-0730	34,533.06
			Total Location	144,533.06
Location WAREHOUSE (WHSE)				
B21-00826	ALANIC INTERNATIONAL CORP	MASKS/PPE ITEMS	01-4300-3220	10,000.00
Total Number of POs			24	
			Total	782,752.33

Fund Recap

Fund	Description	PO Count	Amount
01	GENERAL	19	491,668.19
12	CHILD	1	47,120.94
13	CAFETERA	4	243,963.20
		Total	782,752.33

Information is further limited to: (Minimum Amount = 5,000.00)

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



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

SUGGESTED ACTION: Superintendent recommends approval.

ATTACHMENTS:

[Staff Report](#)

[BIDS - LOWEST BIDDER FIVESTAR SERIES](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell

Meeting Date: April 13, 2021

Item: Ratification of Contract(s) Executed Pursuant to Board Policy 3300

On December 10, 2013, the Board of Education delegated authority to enter into contracts on behalf of the Yuba City Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604. Resolution Number (BR-1314-036) further limited the delegation to expenditures of less than \$84,100 and required that the Board of Education ratify the contract within sixty (60) days of incurring the expense.

1. Five Star Series Mobile Food Trailer - Acquisition of a concession trailer at RVHS

FISCAL IMPACT : \$69,328.54 Fund 01 (NSLP Equipment Assistance Grant)

Contract awarded to lowest bidder -

Five Star Series Mobile Food Trailer	\$69,328.54
California Cart Builder	\$87,814.06
TPD Trailers	\$96,112.00

Five-Star Series

Mobile Food Trailer

Quote/Agreement



1828 E. Hedges Ave. Fresno, CA 93703
Ph. 559-441-9900

Date: January 29, 2021

Customer: Yuba City Unified School District C/O Chelsey Slatery, MS
730 Gray Ave Yuba City CA, 95991
530.822.5075 Ext 30100 Cell: 530.218.1935
cslattery@ycusd.org

Proposed Location: Yuba City County Health Department

Mobile Food Concession Trailer Description:

We propose to provide the following services and products to facilitate the design, approval, fabrication, and delivery of a new Mobile Food Facility – Trailer as described below and including by not limited to:

- Consultation and design of MFF interior layouts, equipment details, assistance with submittal to local Public Health Department Mobile Food Facility plan check, acquisition of final approval for MFF unit.
- Fabrication of trailer to DOT specifications and standards
- Installation of all new equipment, plumbing, electrical, venting, fire suppression and related items to meet all California HCD and local Public Health Department regulations
- Inspection, approval and HDC sticker assigned to trailer by the State of California certified inspection service.
- We guarantee you will pass your local Public Health Inspection/Plan Check and acquire your HCD approval/insignia.
- HCD Insignia is the property of State of California Housing & Community Development

Details & Specifications

Quality Five-Star Series 20' Model w/custom concession trailer

Description of the unit – 20' x 8'6" custom mobile food concession trailer per attached drawing

1. TRAILER DIMENSIONS

- a. Length: 20' + tongue
- b. Width: 8' 6"
- c. Height: Trailer body 8'-6" (102") Inside clearance 91" +
- d. Weight: TBD

2. TRAILER FINISH MATERIAL DESCRIPTIONS

- a. Interior- Nudo Polyblend White aluminum skin sheets with 3M 560 Adhesive & VHS tape
- b. Exterior- Walls - White .35 aluminum (Optional colors available) / Roof - .60 Aluminum single sheet riveted.

3. TRAILER CONSTRUCTION SPECS

- a. Trailer Framing: 2"x6" .120 tubing-Painted
- b. Trailer frame cross supports: 2"x2" .120 tubing @ 16" o.c.-Painted.
- c. Trailer Structure: 2-1/2" Steel Framing track & studs @ 16" o.c.
- d. Roof Structure: 3-1/2" Steel framing joists @ 12" o.c.
- e. Axles: 6,000 lb. double
- f. Wheel drum to match axle with 12"x2" electric brakes.
- g. Tires: Radials to match axle
- h. Rims: To match tires
- i. Coupler: A-frame 2-5/16" 14,000lb
- j. A-frame jack:
- k. Stabilizer jack (2 ea. on corners)

4. DESCRIPTION OF CUSTOMIZATIONS SPECIFIED BY CUSTOMER

- a. Install (4) Custom Awnings 5' by 36"
- b. Install custom Lexan
- c. Install of Yuba city purchased equipment
- d. Install & Fabricate custom Cabinetry
- e. (2) Captive Air Commercial BLL exhaust fan w/roof top vent per code requirements

5. DESCRIPTION OF ASSOCIATED EQUIPMENT

- a. One (1) AC Unit
- b. NSF approved 3 compartment sink w/faucet and double drain boards, includes cabinet system.
- c. Single NSF approved hand wash sink w/splash guard.
- d. LP Hot Water Heater
- e. Entrance/exit door – 34" x 84"
- f. Emergency exit door – 26" x 38"
- g. 10 lb. BC Fire extinguisher
- h. Wall mounted soap dispenser, paper towel dispenser and First Aid kit
- i. 115/240 exterior electrical panel standard plug connections(s) and necessary individual breakers with direct supply connection option included. Drop cord @ electrical panel for remote power supply connection.
- j. Electrical switches and plugs required for design layout and equipment usage.
- k. 72' x 36' Lexan Service window – window openings with self-closing screens.
 - i. Latched locking awning drop down cover on hydraulic hinges.
- l. 84" x 18" Laminate service/storage cabinet below service window with stainless steel countertop
- m. Two (2) 100# L.P. approved tanks with all required connections and lines
- n. 18"x48" Louvered screened vents located behind cooking equipment & refrigeration equipment for air exchange.
- o. 40-gallon potable water tank
- p. 60-gallon grey wastewater tank
- q. LP generator mounted on tongue.

6. NOTES:

- a. All equipment is NSF approved.
- b. Clear Aisle spacing between equipment is minimum 30" – height 74"
- c. Flooring- 0.10 Aluminum diamond plate with 4" x 3/8" radius cove up walls over 3/4" Marine Grade plywood
- d. Counter tops- Stainless Steel 304 Finish/restaurant grade
- e. 110v duplex electrical outlets will be place throughout the trailer.
- f. 110v GFCI or GFI duplex plugs where required by code.
- g. All equipment is secured directly to the floor or wall for safety purposes.

Schedule of design, fabrication, and interior finishes

1. Upon receipt of an executed contract, signed and initialed by both parties and the receipt of all necessary deposits and payments, QCT will begin the following tasks and schedules. Start of process schedule dependent upon current orders and backlog of production.

Services Provided by Custom Quality Concession

- *We are the only company who is with our Client during your initial appointment at your Local Public Health Inspection/Plan, we offer this service to help the client and Local Public Health Inspector with any questions that the Inspector may have about your Food Concession Trailer.*

Responsibilities of the Customer/Owner

1. Approval of design and drawings.
2. Coordinate and submit all necessary documents provided by QCT to local Public Health Department for unit approvals.
3. Prompt Payments
4. Execute transfer of ownership and registration of trailer with all necessary agencies.
5. Pick up trailer at QCT location.

Total Mobile Food Trailer Unit Price:

Five-Star Series per drawings and description \$ 64,642.00

California Sales Tax @7.25%

Payable to QCT (for Franchise Tax Board) \$ 4,686.55

Total Trailer Price: \$ 69,328.54

Payment Terms:

50% deposit due at contract/agreement \$ 34,321.00

25% Trailer frame and body framing complete \$ 17,160.50

Final payment – Inspections and trailer complete – ready for pickup \$ 17,160.50

(California Sales Tax – payable with final payment for disbursement to State) \$ 4,686.55

All credit cards are charged a 3% processing fee.

Customer Signature: _____

Date: 3 30 21

QCT Signature: _____

Date: _____

Custom Quality Concession
1828 E. Hedges Ave Fresno, CA 93703
Jim Sullivan • sully@qct.com • (559) 920-0766

**29375 HUNCO WAY
LAKE ELSINORE CA 92530**

WWW.CALIFORNIACARTBUILDER.COM

EST. #	17603
EST. Date	2/2/2021
Expire Date	2/2/2021

Due to the ever increasing prices of metal; THIS ESTIMATE EXPIRES IN 10 DAYS. We will be happy to re-estimate any expired estimates.

E-mail: CUSTOMERSERVICE@CACBI.COM

Customer Phone	(530)822-5078
Customer E-mail	CSLATTERY@YCUSD.ORG
Customer Fax	
YUBA CITY USD CHELSEA SLATTERY	
Rep	FR

Ship To

Item	Description	Qty	Total
CACB-WIN 20' BASIC	**COMPLETE TRAILER 20'x8' BASIC FOR FOOD SERVICE INCLUDES 30 GAL FRESH WATER, 45 GAL WASTE TANKS, 3 COMPARTMENT SINK, HAND WASH SINK, WATER PUMP, 6 GAL WATER HEATER, PROPANE TANKS, 6' STAINLESS COUNTERTOP, LINOLEUM FLOORING 6' UP WALLS, 2 FLUORESCENT LIGHTS, SERVICE WINDOW & DOOR, DUAL AXLE, ELECTRIC BRAKES. ****15.5A (UD01212021)	1	41,269.62T
AC BRISK AIR 1500...	AC BRISK AIR 15000BTU ASSY 18 AMPS	2	1,992.98T
RAMP DOOR	RAMP DOOR	1	768.00T
FIRE EXIT CCB 26" ...	FIRE EXIT 26" x 36" STAINLESS STEEL IH	1	633.60T
CONCESSION DOO...	CONCESSION DOOR 72' x 43'	3	1,309.44T
CONCESSION WIN...	CONCESSION WINDOW 4'x6' 2 SERVICE OPENINGS MEETS CA CODES TEMPERED GLASS	3	2,177.28T
CUSTOMER SUPPLI...	CUSTOMER SUPPLIED EQUIPMENT INSTALL ONLY Traulsen 4.9AMPS	1	1,157.27T
CUSTOMER SUPPLI...	CUSTOMER SUPPLIED EQUIPMENT INSTALL ONLY Cres Cor 12AMPS	2	2,981.17T

Payment schedule:

Trailer minimum required payment 50% down, 25% due at 1/2 process completion, final 25% due upon completion of build. (Design or wrap decisions may not delay payment). Truck minimum payment 75% down, 12.5% due at 1/2 process completion, final 12.5% due upon completion of build. (Design or wrap decisions may not delay payment). Equipment prices include installation and custom made mounting brackets, LPG or electrical lines, and rejet components etc. for "permanent" installation. Customer supplied equipment will be charged the same installation fees unless complete installation is performed by customer. If generator is provided, unit is ONLY powered specific to the equipment listed, and may fluctuate in different altitudes. Available outlets are all on one 15amp circuit, and have several locations for convenience.

*If sales tax is not included on this estimate it will be due at your local tax rate on total purchase and payable to your DMV.

Equipment prices include: custom made mounting brackets, LPG or electrical lines, re-jet components etc. For "permanent" installation on mobile unit. Sales commissions are included. Customer supplied equipment will be charged the same installation fees unless complete installation is performed by customer. Due to availability of equipment, California Cart Builder reserves the right to make equipment brand changes of equal or lesser value without further customer approval. *All customer changes made after unit goes into production will be charged a \$1500.00 minimum per change made.

Upon request our equipment will be charged the same installation fees unless complete installation is performed by customer. Due to availability of equipment, California Cart Builder reserves the right to make equipment brand changes of equal or lesser value without further customer approval. *All customer changes made after unit goes into production will be charged a \$1500.00 minimum per change made.

This is a contract to purchase all items on this invoice as shown. Any changes made by customer must be approved in writing. All sales are final!! No refunds!! California does not have a "cooling off" period for the purchase of vehicles. All work done here is "custom" work. There will be no refund on product or services. Any order paid with a deposit must be paid in full upon completion of order. Failure to pay balance due at time of completion will result in forfeiture of any deposit paid, and product will remain property of California cart builder. We may elect to charge if payment in full is not received within 5 business days from completion date, storage fees of \$100.00 per day will incur, interest of 18% on balance.

By signing here creates a purchase contract. By signing here I fully understand and agree to the terms of this purchase contract.

Print Name _____ Date _____

Signature _____

Subtotal
*SEE NOTE Sales Ta...
Total
<i>We Appreciate Your Business</i>

**29375 HUNCO WAY
LAKE ELSINORE CA 92530**

WWW.CALIFORNIACARTBUILDER.COM

EST. #	17603
EST. Date	2/2/2021
Expire Date	2/2/2021

Due to the ever increasing prices of metal; THIS ESTIMATE EXPIRES IN 10 DAYS. We will be happy to re-estimate any expired estimates.

E-mail: CUSTOMERSERVICE@CACB1.COM

Customer Phone	(530)822-5078
Customer E-mail	CSLATTERY@YCUSD.ORG
Customer Fax	
YUBA CITY USD CHELSEA SLATTERY	
Rep	FR

Ship To

Item	Description	Qty	Total
COUNTERTOP #4 S...	*COUNTERTOP/ AND OR STAINLESS (#4 STAINLESS STEEL) PER FT.	34	5,075.18T
AMP TOTAL	81.40		0.00T
GENERATOR 10KW...	GENERATOR 10KW POWER TECH SOUND REDUCTION ENCLOSURE PT-10KSI-2 120/240V 60HERTZ 648LBS 42.8"L X 24"W X 23.5"H (U12152020)	1	13,846.00T
CODE PACKAGE C...	CALIFORNIA CODE PACKAGE	1	3,685.70T
CAL CODE REQUIR...	CALIFORNIA CODE REQUIREMENTS W/POWER BATTERY	1	3,090.97T
CALIFORNIA CODE...	CALIFORNIA CODE REQUIREMENTS-D	1	734.11T
INSIGNIA FEE	INSIGNIA FEE	1	1,088.00T
PLAN FEE	PLAN FEE *CUSTOMER IS RESPONSIBLE TO SUBMIT PLANS PROVIDED BY CACB* INSTRUCTIONS WILL BE PROVIDED WITH PLANS IN DIGITAL FORMAT*	1	1,500.00T
			81,309.32
ESTIMATE COMPL...	FREIGHT RECEIVING		4,472.01T
CUSTOMIZED UNIT...	CUSTOMIZED UNIT SERVICES, CAD DRAWING, HEALTH DEPARTMENT RESEARCH, PRODUCT/EQUIPMENT RESEARCH, SENIOR DESIGNER		2,032.73T

Payment schedule:
Trailer minimum required payment 50% down, 25% due at 1/2 process completion, final 25% due upon completion of build. (Design or wrap decisions may not delay payment). Truck minimum payment 75% down, 12.5% due at 1/2 process completion, final 12.5% due upon completion of build. (Design or wrap decisions may not delay payment). Equipment prices include installation and custom made mounting brackets, LPG or electrical lines, and rejet components etc. for "permanent" installation. Customer supplied equipment will be charged the same installation fees unless complete installation is performed by customer. If generator is provided, unit is ONLY powered specific to the equipment listed, and may fluctuate in different altitudes. Available outlets are all on one 15amp circuit, and have several locations for convenience.
*If sales tax is not included on this estimate it will be due at your local tax rate on total purchase and payable to your DMV.

Equipment prices include: custom made mounting brackets, LPG or electrical lines, re-jet components etc. For "permanent" installation on mobile unit. Sales commissions are included. Customer supplied equipment will be charged the same installation fees unless complete installation is performed by customer. Due to availability of equipment, California Cart Builder reserves the right to make equipment brand changes of equal or lesser value without further customer approval. *All customer changes made after unit goes into production will be charged a \$1500.00 minimum per change made.
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By signing here creates a purchase contract. By signing here I fully understand and agree to the terms of this purchase contract. Print Name _____ Date _____ Signature _____	Subtotal	\$87,814.06
	*SEE NOTE Sales Ta...	\$0.00
	Total	\$87,814.06
	<i>We Appreciate Your Business</i>	

TPD Trailers, Inc.
 5860 Alder Ave, Suite 100
 Sacramento, CA 95828

TPD QUOTE

(916) 381-0532
 FAX (916) 381-2558
 www.tpdtrailers.com

RFQ Title		Yuba City Unified SD		RFQ I.D.			
Contact		David Haggard		Reference #			
Address				Sales		Corey Takehara	
City / St				Date		2/1/2021	
Phone		530-216-8270		Est. Delivery			
				Email		dhaggard@ycusd.org	
MODEL #		TRAILER		G.V.W.		Total	
ST8518	2021	18' Enclosed Cargo Trailer		2 Axle	7,000 lbs.	\$24,112	
Qty.	SKU #	OPTIONS			Item Price		
18	CPO	4 Concession Doors, 2 insulated wells, Outlets, Fold Down Rail System For Trays & Condiments, 110 Lighting Inside & Outside, Lined & Insulated, Breaker Box & Shore Plug.					
Standard Equipment for Special Ops Tag-A-Long / Bumper Pull <ul style="list-style-type: none"> • RV Side Door with Electronic Key Pad, Deadbolt, Door step and Grab Handle • Deep Cycle RV Battery & Box * Solar panel * LED Running and Tail Lights * • 12 Volt LED Interior Lights with Master Switch • Seamless Composite Floor, waterproof undercoating "washable with garden hose" • Composite Ramp Door with Scorpion Spray Non-Skid Surface • Space Frame all Box Tubing Chassis and Wall Structure • Rubber Torsion Axles w/ E-Z Lube Spindles * All Wheel Electric Brakes • Premium Steel Belted Radial Tires * Black Modular Wheels "Chromes on 7K" • 4' Tongue * Top Wind Tongue Jack * Solid Steel Rear Skid Casters • D.O.T Rated Safety Chains with HD Clasps * Safety Breakaway System • Truck Grade Aluminum Molding * Aero Space Quality Fasteners • Dupont Paint * RTV High Grade Silicone * Poly Urethane Sealers • TPD's "10 Point Quality Assurance Program" & 3 Year Warranty 							
<small>UNLESS OTHERWISE PROVIDED BY LAW, THE SELLER - TPD TRAILERS INC. HEREBY DISCLAIMS ALL WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES OR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.</small>				TRAILER PRICE		\$24,112.00	
				TOTAL OPTIONS		\$72,000.00	
				SUBTOTAL		\$96,112.00	
				Shipping		PER MILE	
Small Business Terms: Requesting 5 to 10 Day Net Payment				TOTAL PRICE QUOTE		\$96,112.00	

Prices and materials subject to change without notice.

We appreciate your business
 THANK YOU.
 Date printed: 2/1/2021



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Authorize the Disposal of Surplus Property

SUGGESTED ACTION: The Superintendent recommends approval.

ATTACHMENTS:
[Staff Report Surplus](#)
[Surplus Forms](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent

Meeting Date: April 13, 2021

Item: Surplus

EC-60510 The state board, the Governing Board of any school district that employs a superintendent of schools, and other school districts with the approval of the county superintendent of schools, may dispose of surplus or obsolete instructional materials in their possession that are usable for educational purposes in any of the following ways:

- (a) By donation to any nonprofit charitable organization.
- (b) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.
- (c) By sale to any organization that agrees to use the materials solely for educational purposes.

SUBMIT

Yuba City Unified School District Surplus Form

Site: Park

Contact: SEON JACK

Date: 4/1/21

	Description of Equipment	Location	Equipment				Tag Number	*Surplus Code
			Make	Model	Serial Number			
1	Big Cart	back door	Na	97161	Na	Na	D	
2	Big Cart	back door	Na	97161	Na	Na	D	
3	Small Cart	back door	Na	Na	Na	Na	D	
4	small blue cart	back door	Na	Na	Na	Na	D	
5	speed line rack	back door	Na	Na	Na	Na	D	
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								

*** Surplus Codes: S - Surplus, D - Disposal**

Signature: _____

Yuba City Unified School District Textbooks Surplus Form

School: Butte Vista

Contact: Molly Cannell

Date: 3/31/21

	Book Title	Qty	Copyright Date	Publisher	ISBN Number	Condition
1	Family Handbook	3	1985	Southwestern	0	Obsolete
2	Intermediate Dictionary	6	2004	Merriam-Webster	0-87779-579-7	Obsolete
3	The Young People's Encyclopedia	14	1992	MillBrook Press	0	Obsolete
4	The Clear and Simple Thesaurus Dictionary	20	1996	Harriet Wittels	0-448-41555-0	Obsolete
5	Scholastic Atlas of the World	12	2001	Scholastic	0-439-52797-X	Obsolete
6	Scholastic Children's Dictionary	23	2002	Scholastic	0-439-36563-5	Obsolete
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

Picked up: _____

Disposed of: _____

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent of Business Services

Meeting Date: April 13, 2021

Item: Approval of Gray Avenue Parking and Lighting Project Services

Yuba City Unified School District requested Harrington Design Associates (HDA) provide a proposal for architectural design services on the Gray Avenue Parking and Lighting project. HDA has successfully worked with the District in the past on numerous projects.

Professional Services are exempt from the competitive bidding threshold upon approval of the Board.

Superintendent recommends approval of the proposal.

Fiscal Impact: \$24,480.00 Fund 49

PROPOSAL

HARRINGTON DESIGN ASSOCIATES

5875 Pacific Street, Suite E2
Rocklin, CA (916) 577-5789
www.HarringtonDA.com

April 2, 2021

Mark Button
Director of Maintenance and Facilities
Yuba City Unified School District
750 Palora Avenue
Yuba City, CA. 95991

Project: Gray Avenue Middle School Parking Lot Repave & Lighting Project HDA Project # 2120

Dear Mr. Button,

Thank you for the opportunity for **Harrington Design Associates** to propose professional design and engineering services to you and the Yuba City Unified School District. We understand that the District is interested in repairing the paving at Gray Avenue Middle School's Parking Lot, reconfigure the parking layout to improve flow and safety, restripe and demark vehicular hazard area by use of truncated domes, and adding (3) double headed parking lot light standards to augment the building mounted lighting recently added to the site. We understand that the District would like to perform the construction phase of this project during the summer recess, 2021.

The proposed project constitutes a modification or alteration to an existing California public elementary school campus and therefore falls under the jurisdiction of the Division of the State Architect. DSA's Interpretive Regulation, IR A-22, allows for School Districts to opt out of the formal DSA plan review and approval process for projects that are identified as exempt and/or whose estimated construction cost falls under the current year's valuation threshold. The Valuation Threshold for 2021 is \$172,418. We believe that this project will fall under the current threshold and therefore the District may choose not to submit improvement plans to DSA for review and approval. As outlined in DSA IR A-22, although not review by DSA, the project must still comply with all current California Building Code requirements as adopted by DSA.

The following is our proposed scope of work, some of the proposed scope of work has been partially completed:

Programming & Planning Phase

- Review currently proposed parking lot reconfiguration and striping layout with the District
- Modify proposed schematic layout as requested by the District
- Validate the conceptual estimate of construction cost identified in this proposal.
- Facilitate an updated topographic site survey of the proposed project site.

Construction Documents Phase

- Prepare a Construction Document level documents package that includes Architectural, Civil, & Electrical , plans that reflects the scope of the proposed project that comply with all relevant CBC design requirements
- Prepare a Construction Documents level update to the estimate of construction costs.

Bid Phase

- Support the District in preparing and packaging the Construction Documents for Bidding.
- Facilitate a pre-bid conference and provide response to bidders' questions through the issuance of addenda.
- Assist the District in the evaluation of Bid results.

Construction Administration Phase

- Provide construction contract administration services including the facilitation of construction progress meetings, general intermittent construction observation, submittal review, RFI responses, change order review, processing, and approval, and other general construction administration duties, as required.

Exclusions - This proposal does not include the following:

- Topographic site and boundary surveys soils testing and sub-pavement condition evaluation
- Building permit or plan check review fees Inspection and testing fees
- 3D models or rendered drawings beyond basic building elevations Design or engineering of off-site improvements
- Site design beyond the general proposed area of work
- Storm water pollution protection plan (SWPPP) development or implementation Hazardous materials testing or abatement
- As-built record drawings
- Reproductions and printing beyond deliverables listed above Assistance with the selection or purchase of FF&E items

Initial Estimate of Construction Costs

Our initial estimate of the anticipated construction costs are as follows:
See the attached detailed breakdown

Estimated Construction Cost \$ 136,640

Project Schedule

The following is our initial anticipated project schedule

Programming – Design Validation	1 weeks
Construction Documents	2 weeks
Bid Phase	4 weeks
Bid Review & Board Approval	2 weeks
Site Construction	3 weeks

Professional Design and Engineering Fee –

It is anticipated that this project will require architectural design and project management, civil engineering, electrical engineering. Any change in scope that would require additional consulting engineering support will be considered an extra service.

The proposed professional services fee for the work is:

Professional Services Fee

Civil Engineering (MHM)	\$ 12,980
Electrical Engineering (TEE)	5,500
Architectural Design and Project Management	6,000

Total Fee \$ 24,480

The Professional Design and Engineering fees proposed above are intended as lump sum values and shall be billed monthly on a percent phase completion basis.

The fees for basic services identified in this agreement include normal basic reimbursable expenses including, phone, fax, normal photocopying, small format reproductions and 2 site visits per phase. Large format drawings in excess of those identified above shall be considered as extra services and shall be billed at cost to Harrington Design Associates plus 10% administrative mark-up.

Extra Services

In the event that the scope of services is modified from what has been outlined herein, the resulting work shall be provided only when confirmed or authorized in writing by Yuba City Unified School District. Such services shall be billed as additional services based on the attached Harrington Design Associates 2021 Billing Rate Schedule or as a negotiated stipulated sum.

We will begin work on the project as soon as we receive back from you a signed copy of this Agreement and direction to proceed. Please feel free to call me if you have any questions or comments.

Sincerely,



Francis Harrington – Principal
Harrington Design Associates, Inc.
4/2/21

Accepted by: _____
Yuba City Unified School District

Date: _____

Enclosures: Conceptual layout of proposed project
cc. project file



OPTION 1B

PARKING STALL COUNT:

	Accessible			
	Van	Regular	Standard	Total
Proposed	2	1	66	69
Existing	1	2	61	64

PARKING STALL DIMENSIONS:

- TYPICAL STALL = 9' X 18'
- ACCESSIBLE STALL = 9' X 18'
- STALL OVERHANG IN PLANTERS = 2' 6"

CONSTRUCTION NOTES:

- TYPE I ARROW
- ↪ TYPE II ARROW
- ♿ ACCESSIBLE STALL WITH SIGN (SEE DETAIL A90A ON SHEET C-9.4)
- V VAN ACCESSIBLE STALL WITH SIGN (SEE DETAIL A90A ON SHEET C-9.4)



401 SIGN (R100B)
Standard 2'-0" x 2'-0"



Rev.	Description	Date	Applicant

Designed by:	M.H.M. INC.	Date:	02-07-13	Rev.	A
Drawn by:	JSM	Design file no.:	12144		
Reviewed by:	SMM	Drawing Code:			
Submitted by:	U & E	File name:	02-07-13		
		Plot date:	02-07-13		
		Plot scale:	AS NOTED		

Job Title:

PRELIMINARY SITE PLAN FOR:
Yuba City Unified School District
Gray Avenue Middle School
Pavement Overlay Project
Yuba City, California

Sheet reference number:
L-1
Sheet 2 of 4

**GRAY AVENUE MIDDLE SCHOOL
PAVEMENT REPAIRS AND RESTRIPING PROJECT**

DESCRIPTION Gray Avenue Middle School Pavement Repairs & Restriping Project	CO. Sutter	RCVD. BY S.M. Minard	DATE 25-Feb-13		
MHM PROJECT NO. 12-144	QTY. BY J. Mallen	IN 25-Feb-13	CONST. INDEX		
ESTIMATE NO. 1 Option 1B	QTY. CHK. S. Minard	OUT 25-Feb-13	BLDG. INDEX		
Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)

Bid Schedule A (Parking Area Pavement Repairs & Restriping)

1	Mobilization/Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00
2	Remove existing concrete	2,560	SF	1.25	3,200.00
3	Remove existing bollards	4	EA	150.00	600.00
4	Remove existing tree	1	LS	1,500.00	1,500.00
5	New Concrete section in accesible stalls 6" PCC on 6" AB with #4 bars each way at 18" O.C.	780	SF	8.00	6,240.00
6	New Pavement / Repair Section 3" AC over 6" AB	400	SF	3.50	1,400.00
7	New Type "A" PCC Curb	829	LF	20.00	16,580.00
8	Crack Repair	29,000	SF	0.10	2,900.00
9	Overlay Existing Pavement in new bus loading area 1 1/2" minimum	27,000	SF	1.50	40,500.00
10	Grind edge of existing pavement and at walkways for conform	1	LS	2,500.00	2,500.00
11	Adjust Valve Vault to Grade	3	EA	250.00	750.00
12	Restripe Parking Stalls & 3 Accessible Stalls	1	LS	3,000.00	3,000.00
13	Protect Existing Drain Inlets During Construction	1	LS	750.00	750.00
14	Install Parking Lot Lights	6	EA	2,500.00	15,000.00
14	Electrical service to Lights and Controller	1	LS	7,500.00	7,500.00
15	Irrigation to new planters	1	LS	2,500.00	2,500.00

Subtotal Bid Schedule A = \$106,420.00

15% Contingency= \$15,963.00

Total for Budget Purposes= \$122,000.00

adjustment for 2021 costs (12%) \$14,640.00

Total \$ 136,640.00



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Business Services

SUBJECT: Approval of Transportation / Maintenance Modular Project Services

SUGGESTED ACTION: Superintendent recommends approval of the proposal.

ATTACHMENTS:

[Staff Report](#)
[RGA Proposal](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent of Business Services

Meeting Date: April 13, 2021

Item: Approval of Transportation / Maintenance Modulares Project Services

Yuba City Unified School District requested Rainforth Grau Architects (RGA) provide a proposal for architectural services on the Transportation / Maintenance Modulares project. Four modulares will be relocated from Central Gaither to Transportation / Maintenance to replace a leased modular and modulares that have deteriorated beyond their useful life. RGA was working on this project last year before it was terminated amid COVID-19 budget concerns.

Professional Services are exempt from the competitive bidding threshold upon approval of the Board.

Superintendent recommends approval of the proposal.

Fiscal Impact: \$40,000.00 (Not to Exceed) Fund 49



March 19, 2021

Yuba City Unified School District
750 Palora Avenue
Yuba City, California 95991

Attention: Mark Button, Director of Maintenance, Facilities & Custodial

Subject: **Proposal for Architectural Services
Modular Classrooms at Maintenance and Operations Yard**
Yuba City Unified School District

Dear Mark:

Based on your request, we offer the following proposal for re-bidding and construction administration services for the above mentioned project:

A. Project Description:

- Removal and relocation of four existing portable buildings from Central Gaither School to M&O Yard.
- Building pad and electrical connections assumed to use existing site power. No new service.
- Building approval through local authority (non DSA).
- Minimal ADA improvements for Path of Travel, parking and toilet rooms.
- New power and signal systems as required.
- Ramps to be reused.

B. Scope of Services: We will provide standard level of professional services for the following:

- Local Agency approvals.
- Bidding as required.
- Submittal and shop drawing review.
- General construction administration services.
- Close-out and certification.

C. Consultants: We will utilize the following consultants:

- HMH for civil design
- Optimized Energy for electrical and signal systems
- No other consultants are included with this proposal

- C. Consultants:** We will utilize the following consultants:
- Warren Consulting for civil design
 - Edge Electrical Engineering for electrical and signal systems
 - No other consultants are included with this proposal

D. Proposed Schedule:

Agreement / authorize	March – April 2021
Planning & Design	Completed in prior contract
Construction Documents	Completed in prior contract
Local Review / Approval	April – June 2021
Bidding	April – June 2021
Construction	June – August 2021
New Building Occupancy	September 2021

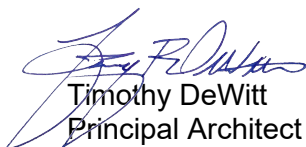
- F. Exclusions from Services:**
1. Fire sprinkler design at relocated buildings; subject to mfr design.
 2. Topographic survey of building area and path of travel to determine compliance
 3. ADA upgrades to toilet rooms (beyond basic changes)
 4. Geohazards investigation
 5. Storm Water Prevention Pollution Plans
 6. Exhaustive evaluation of utility services and distribution/collection systems
 7. Extraordinary efforts to search for facility data on existing sites and buildings
 8. Assessment, testing or removal of hazardous materials
 9. Services or activities not specifically noted above
 10. Detailed cost estimates

G. Fee Proposal: For the services described above, we propose a time and materials basis with a not to exceed amount of \$40,000, including consultants and reimbursable expenses. Hourly rate schedule included below.

- H. District Responsibilities:** District to provide the following:
1. Record drawings of existing buildings to be relocated and other site utility information.
 2. Provide agreement for signature.

I. Contract Form: We will execute the District standard agreement upon receipt.

Please let us know if you have any questions or comments.
Thank you for this opportunity to serve the Yuba City Unified School District.
Sincerely,



Timothy DeWitt
Principal Architect



FEE SCHEDULE "Y"
Effective March 1, 2020

Architectural:

Principal Architect	\$	215.00/hour
Associate Principal	\$	200.00/hour
Associate	\$	190.00/hour
Senior Architect / Project Manager	\$	180.00/hour
Architect II	\$	165.00/hour
Project Manager	\$	155.00/hour
Architect I	\$	145.00/hour
Job Captain II	\$	135.00/hour
Job Captain I	\$	120.00/hour
Designer	\$	100.00/hour
Graphic Designer	\$	135.00/hour
Interior Designer II	\$	135.00/hour
Interior Designer I	\$	100.00/hour
Project Management Assistant	\$	100.00/hour
Clerical	\$	95.00/hour

Consultants: Consultant Billing x 115%

Other:

Vehicle use (mileage): No Charge

Phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Educational Services

SUBJECT: MOU with Browns Elementary School District

SUGGESTED ACTION: The Superintendent recommends approval of this MOU.

ATTACHMENTS:

[Staff Report Browns MOU](#)
[Browns MOU ELPAC Testing](#)

**Yuba City Unified School District
Governing Board Meeting
Staff Report**

To: YCUSD Governing Board

From: Pamela Aurangzeb

Meeting Date: April 13, 2021

Item: MOU with Browns Elementary School District

The Assistant Superintendent, Educational Services is asking for the Governing Board's approval to enter into a Memorandum of Understanding between Yuba City Unified School District and Browns Elementary School District as it pertains to YCUSD providing the delivery of ELPAC testing services to the Browns Elementary School District. There is no financial impact for this MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN
Yuba City Unified School District
AND
Brown Elementary School District**

This Memorandum of Understanding (MOU) is entered into on April 6, 2021 and ending June 30, 2021 by and between Yuba City Unified School District, and the Brown Elementary School District, and sets forth each agency's role and responsibilities relative to the delivery of ELPAC testing services to schools within this district.

WHEREAS, the Brown Elementary School District has identified the Yuba City Unified School District as the entity that will provide general oversight of ELPAC testing services;

WHEREAS, Every LEA—whether the LEA has enrolled English learners or not—must complete CDE state-sponsored or regional Initial ELPAC Administration and Scoring Trainings, or enter into a Memorandum of Understanding (MOU) with a neighboring LEA that has agreed to train test examiners or administer the Initial ELPAC;

WHEREAS, the Yuba City Unified School District will provide a staff person assigned to carry out ELPAC Initial or Summative Assessments;

NOW, THEREFORE, it is mutually agreed that the Sutter County Office of Education will provide assistance and direction to ELPAC Moodle LEA Coordinator.

The parties have caused this Agreement to be executed by their duly authorized officers in the County of Sutter, State of California.

Doreen Osumi, Superintendent
Yuba City Unified School District

4-6-2021

Date

Mike Scully, Superintendent
Brown Elementary School District

Date



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Educational Services

SUBJECT: Swun Contract

SUGGESTED ACTION: Approval is requested.

ATTACHMENTS:

[Staff Report Swun Math](#)
[Swun Math contract Yuba City USD](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

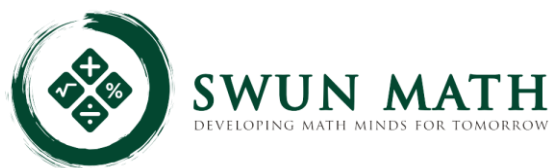
From: Pamela Aurangzeb

Meeting Date: April 13, 2021

Item: Swun Math Contract for 2021-2022

The Assistant Superintendent of Educational Services is requesting approval from the Governing Board to renew the Swun Math program. The contract between Yuba City Unified School District and Swun Math will cover the 2021-2022 school year. The goal is to increase student achievement in mathematics through the supplemental resources and instructional coaching for K-8 students in the District.

The fiscal impact is \$595,000.



10073 Valley View #116 Cypress, CA 90630 • (714) 600-1130

Goal: to increase student achievement in mathematics through the development and implementation of a daily 90-minute math model for **K-8** students at Yuba City USD. Key features of this program include a pacing guide utilizing Swun math CCS Lessons, common pre-and post-trimester exams, teaching strategies (Phase I lesson design/ Phase II ***Inquiry based Instruction***, group work techniques, academic language development, writing skills, etc.), monthly coaching support/site visits by contractor for both teachers and principals.

- Math pacing guides that promote and support instruction of the essential CCS Standards as well as grade level and vertical alignment
- Lessons/Curriculum support for grades K-8 Common Core Standards
- Web based CCS curriculum support for classroom and at home
- Standards-aligned benchmark assessments that spiral in key standards learned in earlier trimesters or quarters
- Math fluency assessments for Common Core Math Standards that require automaticity
- Formative unit assessments that enable teachers to adjust their instruction to meet student needs
- *Beyond the Basic Facts* intervention materials for grades K-8
- Content and instructional strategies-based professional development four times a year: teachers and administrators attend the same sessions to build common language, consistent expectations, and mutual support
- Monthly coaching and site support for teachers and site administrators (demonstration lessons, co-plan/co-teach, observations and debrief, teacher collaboration, development of quizzes, data cycles)
- Ongoing coaching and site support for site administrators as well as professional development on instructional leadership
- Coordination of services through quarterly meetings with site and district administrators
- 3 Parent workshops
- Swun Math will provide all Professional Development materials for teachers *only*. (all additional materials including consumables are the responsibility of the school/districts)
- All teachers' manuals will be included

The following services are included in 2021-2022 Contract: \$ 595,000

K - 8 Math Pacing Guide Development

Grades K- 8 Pacing Guides aligned with district Calendar
(One pacing guide per site teacher)

Assessments

Grades K - 8 Benchmark Assessments and Performance Tasks

Includes 7 benchmark assessments/grade: pre-/post-trimester exams
(One master set per site teacher; site responsible for making class sets)

Formative/Unit Assessments, Constructed Response Short and Extended

Includes 10-14 formative/unit assessments per grade level
(One master set per site teacher; site responsible for making class sets)

Math Fluency Assessments to be used to support learning targets for each grade level (4 versions of addition, subtraction, multiplication, division, integers, fractions, percents, proportions)
(one master set per site teacher; site responsible for making class sets)

SWJN MATH PD & SITE SUPPORT SERVICES

Professional Development for Teachers & Administrators (2-3 Consultants)

Coaching & Support (2-3 Swun Math consultants)

Full-Day Site Support Visits for Elementary schools

1 day per site support visit/month x 9 months = 9 days of elementary/Junior High school support

Full-Day Site Support Visits for Elementary schools

2 day per site support visit/month x 9 months = 18 days of K-8 School Support

Administration Support

By Trimester (additional will be provide if needed)

Total – \$595,000



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Educational Services

SUBJECT: Curriculum Associates Contract

SUGGESTED ACTION: Approval is Requested.

ATTACHMENTS:
[Staff Report Curriculum Associates](#)
[Curriculum Associates Contract](#)

**Yuba City Unified School District
Governing Board Meeting Staff Report**

To: YCUSD Governing Board

From: Pamela Aurangzeb

Meeting Date: April 13, 2021

Item: Curriculum Associates

The Assistant Superintendent of Educational Services is requesting approval from the Governing Board approval to proceed with a Professional Development Agreement for Yuba City Unified School District. The agreement between Yuba City Unified School District and Curriculum Associates will be for the Assessment Program.

The financial impact to the District is \$9,000.00

Curriculum Associates®

Prepared For:

Mil Elliott
Yuba City Unif School District
750 N Palora Ave,
Yuba City, CA 95991

3/24/2021

Dear Mil Elliott,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 237520.2 Valid through: 12/31/2021

Product	List Price	Net Price
Professional Development	\$12,000.00	\$9,000.00
	List Total:	\$12,000.00
	Savings:	\$3,000.00
	Shipping/Tax/Other:	\$0.00
	Total:	\$9,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 237520.2 Date: 3/24/2021 Valid through: 12/31/2021

Prepared For:

Mil Elliott
 Yuba City Unif School District
 750 N Palora Ave,
 Yuba City, CA 95991
 melliott@ycusd.org

Your Representative:

Kajsa Freborg
 (916) 995-3533
 kfreborg@cainc.com

Yuba City Unif School District 750 N Palora Ave, Yuba City, CA 95991

Total Building Enrollment: 9171

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Pilot Course	Multiple	27528.0	6	\$2,000.00	\$1,500.00	\$9,000.00
Subtotal:						\$9,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,000.00

Total

List Total:	\$12,000.00
Savings:	\$3,000.00
Merchandise Total:	\$9,000.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$9,000.00

Special Notes

All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y1

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	8% of order
\$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Superintendent

SUBJECT: 2021 CSBA Delegate Assembly Run-off Ballot

SUGGESTED ACTION: For the Board to choose a Delegate Assembly member.

ATTACHMENTS:
[2021 CSBA Delegate Ballot Run-off- Region 4C](#)

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: FRIDAY, APRIL 30, 2021

April 7, 2021

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education in Subregion 4C

From: Suzanne Kitchens, CSBA President

Re: 2021 CSBA Delegate Assembly Run-off Elections
U.S. Postmark Deadline – Friday, April 30, 2021

The members of the Delegate Assembly Election Committee met on March 26, 2021 to count and certify the ballots for membership on the CSBA Delegate Assembly. Tie votes resulted in a run-off election in your Region. Enclosed in this mailing you will find the following:

- An official turquoise ballot to be signed by the Superintendent or Board Clerk
- A list of the current Delegates in your region (reverse side of ballot)
- A watermarked “copy” of the ballot and list of current Delegates for inclusion in board packets
- A copy of each candidate’s biographical sketch and optional résumé (if provided)

The board, as a whole, votes using the turquoise ballot. The turquoise ballot must be completely filled out, signed by the Superintendent or the Board Clerk, and returned to CSBA. If the provided envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION – RUN-OFF BALLOT** and **Region 4C** on the envelope. **Run-off ballots must be postmarked by the U.S. Post Office on or before Friday, April 30, 2021.**

The run-off ballots will be counted by May 10 and candidates will be notified of the results immediately. Should a second tie occur, the Regional Director will cast the tie-breaking vote. All newly elected Delegates will serve terms that will expire on March 31, 2023.

Please do not hesitate to contact Jamille Peters at jpeters@csba.org or Trenice Campbell at tcampbell@csba.org in the Executive Office if you have any questions.

Thank you.

REQUIRES BOARD ACTION

This completed **ORIGINAL RUN-OFF BALLOT** must be **SIGNED** by the Superintendent or Board Clerk and may be returned by email on or before **FRIDAY, APRIL 30, 2021** Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR A LATE BALLOT THAT IS NOT POSTMARKED ON OR BEFORE APRIL 30 WILL NOT BE VALID.

OFFICIAL 2021 DELEGATE ASSEMBLY RUN-OFF BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)
(Vote for no more than 1 candidate)

Delegates will serve two-year terms that will end March 31, 2023

**denotes incumbent*

Doug Criddle (Marysville Joint USD)

Jasmin Dhani (Yuba City USD)

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Renee Nash (Eureka Union SD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 4-A (Glenn, Tehama)

Vacant, term expires 2022

Subregion 4-B (Butte)

Sharon Nilsson (Oroville City ESD), term expires 2023

Subregion 4-C (Colusa, Sutter, Yuba)

Talwinder Chetra (Live Oaks USD), term expires 2022

Vacant, term expires 2023, RUN-OFF

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), term expires 2023

Alisa Fong (Roseville City SD), term expires 2023

Rachelle Price (Rocklin USD), term expires 2022

County Delegate:

David Patterson (Placer COE), term expires 2022

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)

Delegate Assembly Biographical Sketch Form for 2021 Election



Deadline: Thursday, January 7, 2021 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state “see résumé.” Do not re-type this form. It is the candidate’s responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than by no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail, to CSBA’s Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Doug Criddle _____ Date: 4-5-21 _____

Name: Doug Criddle _____ CSBA Region & subregion #: c-4, yuba
county _____

District or COE: Marysville Joint Unified School District _____ Years on board: 1 _____

Profession: Regional CTE Coordinator _____ Contact Number (x Cell Home Bus.): 530 701-4659 _____

Primary E-mail: dougc@sutter.k12.ca.us _____

Are you an incumbent Delegate? Yes x No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe that my broad skill set of experience would lend insight to the variety of ever-changing issues that are arising from the challenges that school boards are facing. My skill set sets include a vast understanding and working knowledge of CTE, (Career technical Education) K-12, as well as post-secondary adult education. I am still currently working in the education system and understand the many challenges and issues that we are faced with. My district administrative duties include program, fiscal and instructor oversight.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently the Trustee Representative for Marysville Joint Unified School District. My activities and involvement with my local board include; direction, policy, community stakeholder relations, parents and student relations. Issues facing our board include: the current blended learning models for student learning, loss learning mitigation solutions, collective bargaining issues, and of course the reopening plan for our District. I also serve on the LCAP planning board Committee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges facing governing boards I see is strategic planning and development utilizing various blended learning platforms. Another would be addressing the loss of learning due to the covid-19 pandemic. CSBA can assist and address these issues and more, by having the assigned Delegates share accurate communication and information. It is imperative the CSBA delegates have specific skill sets in areas of expertise to guide these districts forward.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Superintendent

SUBJECT: First Reading for Board Policy 3311.5 and Board Bylaw 9270

SUGGESTED ACTION: No action is required.

ATTACHMENTS:

[Staff Report First Reading](#)
[BP 3311.5. Board Policy for Federal Grants](#)
[BB 9270 Board Bylaws Conflict of Interest](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Doreen Osumi

Meeting Date: April 13, 2021

Item: Policy Revision

The California School Board Association throughout the year proposes revisions to various education, school administrative, and operational policies/regulations/bylaws/exhibits. YCUSD staff reviewed BP 3311.5 & BB 9270 and presents them for a first reading.

The Superintendent presents Board Policy 3311.5 and Board Bylaw 9270 to the Board for discussion. No action is required. This item will be presented for a second reading and consideration for Board approval at a future Board meeting.

Attached is Board Policy 3311.5 and Board Bylaw 9270 for review.

Procurement Under Federal Award

This policy governs the procurement of property or services under a grant or other award from the United States Department of Education or other federal grants or award that require compliance with 2 CFR section(s) 200.317 - 200.326.

Pursuant to 2 CFR section 3474.1 and 2 CFR section(s) 200.317 - 200.326, the Governing Board: (1) adopts the general procurement standards set forth in 2 CFR section 200.318; (2) requires competition in connection with such procurement consistent with 2 CFR section 200.319; and (3) requires the use of the procurement methods described below, pursuant to 2 CFR section 200.320.

I. Construction Procurement Methods

A. Up to \$10,000 (as of January 1, 2021)

If the Superintendent or designee considers the price “reasonable,” the Superintendent or designee may cause the District to purchase supplies or services for construction not exceeding the threshold set in 2 Code of Federal Regulations section 200.67 (Ten Thousand Dollars (\$10,000) as of January 1, 2021) without soliciting competitive quotes.

B. Up to \$60,000 (as of January 1, 2021)

A contract for construction not exceeding the negotiated contract limit set forth in Section 22032 of the Public Contract Code (as of January 1, 2021, Sixty Thousand Dollars (\$60,000.00)) may be awarded using small purchase procedures to obtain quotes from an adequate number of qualified sources.

C. Up to \$200,000 (as of January 1, 2021)

A contract for construction not exceeding the formal bidding limit set forth in the Section 22032 of the Public Contract Code (as of January 1, 2021, Two Hundred Thousand Dollars (\$200,000.00)) may be awarded through the informal bidding process set forth in Public Contract Code section 22000 et seq. so long as such process is conducted in a manner that ensures the District obtains quotes from an adequate number of qualified sources.

D. Up to \$250,000 (as of January 1, 2021)

A contract for construction exceeding the informal bidding limit set forth in Section 22032 of the Public Contract Code (as of January 1, 2021, Two Hundred Thousand Dollars (\$200,000.00)) but not exceeding the Simplified Acquisition Threshold set forth in 2 CFR section 200.88 (Two Hundred Fifty Thousand Dollars (\$250,000.00) as of January 1, 2021) may be conducted pursuant to the formal bidding procedures of Sections 22032 and 20111 of the Public Contract Code, so long as such process is conducted in a manner that ensures the District obtains quotes from an adequate number of qualified sources.

E. Above \$250,000 (as of January 1, 2021)

A contract for construction exceeding the Simplified Acquisition Threshold set forth in 2 CFR section 200.88 (Two Hundred Fifty Thousand Dollars (\$250,000.00) as of January 1, 2021) may be conducted pursuant to the formal bidding procedures of Sections 22032 and 20111 of the Public Contract Code so long as such process also complies with the sealed bidding procedure of 2 CFR section 200.320(c).

F. No-Bid Contracts

The District shall only procure using a non-competitive process when otherwise authorized by law and 2 CFR section 200.320(f), such as a bona fide emergency or a sole source.

II. Goods or Non-Construction Services Procurement Methods

A. Up to \$10,000 (as of January 1, 2021)

If the Superintendent or designee considers the price “reasonable,” the Superintendent or designee may cause the District to purchase supplies or services for goods or non-construction services not exceeding the threshold set in 2 Code of Federal Regulations section 200.67 (Ten Thousand Dollars (\$10,000) as of June 20, 2018) without soliciting competitive quotes.

B. Up to \$96,700 (as of January 1, 2021)

A contract for goods or non-construction services for less than the bid limit set forth in Section 20111 of the Public Contract Code (as of January 1, 2021, Ninety-Six Thousand Seven Hundred Dollars (\$96,700.000)) may be awarded using small purchase procedures to obtain quotes from an adequate number of qualified sources.

C. Up to \$250,000 (as of January 1, 2021)

A contract for goods or non-construction services not exceeding the Simplified Acquisition Threshold set forth in 2 CFR section 200.88 (Two Hundred Fifty Thousand Dollars (\$250,000.00) as of June 20, 2018) may be conducted pursuant to the formal bidding procedures of Section 20111 of the Public Contract Code so long as such process is conducted in a manner that ensures the District obtains quotes from an adequate number of qualified sources.

D. Above \$250,000 (as of January 1, 2021)

A contract for goods or non-construction services exceeding the Simplified Acquisition Threshold set forth in 2 CFR section 200.88 (Two Hundred Fifty Thousand Dollars (\$250,000.00) as of June 20, 2018) may be conducted pursuant to the formal bidding procedures of Section 220111 of the Public Contract Code so long as such process also complies with the sealed bidding procedure of 2 CFR section 200.320(c).

E. No-Bid Contracts

The District shall only procure using a non-competitive process when otherwise authorized by law and 2 CFR section 200.320(f), such as a bona fide emergency or a sole source.

III. Capital Expenditures

Pursuant to 2 CFR section 200.439, no capital expenditure shall be incurred with respect to transactions governed by this policy without the prior written approval of the relevant federal awarding agency or pass-through entity, as further set forth in 2 CFR section 200.439.

IV. Conflicts of Interest

Pursuant to 2 CFR section 200.318(c), the District's Board Bylaw 9270 is incorporated by reference into this Policy as if fully set forth herein, and shall be construed with respect to all transactions governed by this policy in a manner consistent with the requirements of 2 CFR section 200.318 and applicable law. For the avoidance of doubt, the District hereby ratifies and adopts its obligations under 2 CFR section 200.318(c)(1) as a "non-Federal entity", and District Board Bylaw 9270 shall be construed in a manner consistent with the requirements of 2 CFR section 200.318(c)(1):

*The non-Federal entity maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. **The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.***

District employees who violate the District's conflict of interest standards set forth in this Policy (including by way of illustration and not by limitation those standards set forth in District Board Bylaw 9270) are subject to disciplinary action by the District in a manner consistent with applicable law, including by way of illustration and not by limitation, suspension (with or without pay) or termination.

Legal Reference:

PUBLIC CONTRACT CODE

20111 Expenditures in excess of specified amount; purpose of expenditure; periodic adjustment of specified amount

22000, et seq. Uniform Public Construction Cost Accounting Act

22032 Contracting procedures; dollar amount limitations

CODE OF FEDERAL REGULATIONS, TITLE 2

200.88 Simplified acquisition threshold

200.317 Procurements by states

200.318 General procurement standards

200.319 Competition

200.320 Methods of procurement to be followed

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

200.322 Procurement of recovered materials

200.323 Contract cost and price

200.324 Federal awarding agency or pass-through entity review

200.325 Bonding requirements

200.326 Contract provisions

200.439 Equipment and other capital expenditures

3474.1 Adoption of 2 CFR part 200

Approved: _____, 2021 Yuba City, California

Conflict Of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005- Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320- Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2- Resignation) (cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430- Investing)

(cf. 9321 -Closed Session Purposes and Agendas) (cf. 9321.1 -Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090- Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336- Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Discipline

District employees who violate the District's conflict of interest standards set forth in this Policy (including Board Policy E 9270) are subject to disciplinary action by the District in a manner consistent with applicable law, including by way of illustration and not by limitation, suspension (with or without pay) or termination.

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18753-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850) Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoffv. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980) Management Resources:
CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org> Bylaw

YUBA CITY UNIFIED SCHOOL DISTRICT adopted: January 8, 2019 Yuba City, California



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Business Services

SUBJECT: Approval of Barry Paving Phase Two Contract

SUGGESTED ACTION: Superintendent recommends approval of this contract.

ATTACHMENTS:
[Staff Report](#)
[Bid Tabulation Sheet](#)
[Agreement](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell, Deputy Superintendent of Business Services

Meeting Date: April 13, 2021

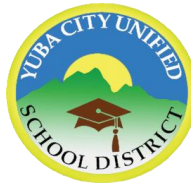
Item: Approval of Barry Paving Phase Two Contract

Yuba City Unified received sealed bids for the Barry Paving Phase Two project #21-302-01 on April 1, 2021. While there were four contractors who attended the Pre-Bid Site Walk, only two placed bids. The lowest responsible bidder was North Star Construction.

North Star Construction won the bid for the first phase of this work in 2019, and successfully completed that project per the District's expectations.

Big S Asphalt	\$792,369.00
North Star Construction	\$786,448.00

Fiscal Impact: \$786,448.00 Fund 49



YUBA CITY UNIFIED SCHOOL DISTRICT

MAINTENANCE AND FACILITES DEPARTMENT ~ 1512 STEWART ROAD ~ YUBA CITY, CALIFORNIA 95993 ~ 530-822-5252

Bid Tabulation Sheet

Project Name: **Barry Paving Phase Two**
 Project Number: **21-302-01**

Date and Time: **Thursday, April 1, 2021 – 2:00 p.m.**
 Location: **Maintenance and Facilities Office**

	Bidder Company Name (in order received)	Sub List Y/N	Non Collusion Y/N	Bid Bond Security Y/N	Addendum 1 Y/N	Total Bid
	Big S Asphalt Co.	Yes	Yes	Yes	Yes	\$ 792,369.00
	North Star Construction and Engineering, Inc.	Yes	Yes	Yes	Yes	\$ 786,448.00

Bid Packets opened by: (print) Mark Button (signature) _____

Witnessed by: (print) Tiffany Campbell (signature) _____

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS **14th DAY OF APRIL, 2021**, by and between the Yuba City Unified School District (“District” or “Owner”) and **NORTH STAR CONSTRUCTION** (“Contractor”) (“Agreement” or “Contract”). The District and the Contractor agree as follows:

1. **The Work:** The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **BARRY PAVING PHASE II**

(“Project” or “Contract” or “Work”).

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and the Contractor are fully set forth and described in the Contract Documents. The Contract Documents are to be interpreted so that Work called for in one and not mentioned in the other, or vice versa, is to be performed the same as if mentioned in all Contract Documents.

b. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- (i) District-approved modifications, beginning with the most recent (if any);
- (ii) Agreement;
- (iii) Special Conditions (if any);
- (iv) Supplemental Conditions (if any);
- (v) General Conditions;
- (vi) Remaining Division 0 documents (Documents beginning with “00”);
- (vii) Division 1 Documents (Specifications – General Conditions; Documents beginning with “01”);
- (viii) Division 2 through Division 32 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time for Completion:** It is hereby understood and agreed that the Contractor shall complete the Work within **SIXTY (60)** consecutive calendar days (“Contract Time”) from the date specified in the District’s Notice to Proceed. The District shall not approve an early completion schedule by the Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.
4. **Completion-Extension of Time:** If the Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from the Contractor’s failure to coordinate its Work with other contractors in a manner that allows for timely completion of the Contractor’s Work. The Contractor shall be liable for delays to other contractors caused by the Contractor’s failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of the Contractor’s delay; therefore, the Contractor shall forfeit to the District the following sum(s) (“Liquidated Damages”):
 - **Project Completion: FIVE HUNDRED Dollars (\$500.00)** per day as Liquidated Damages for each and every day’s delay beyond the Contract Time to complete all the Work.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones, and also late in completing the entire Project, Contractor will forfeit three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidated Damages amount nor any portion of the Liquidated Damages amount are penalties.
 - c. The District may deduct Liquidated Damages from money due or that may become due to the Contractor under this Agreement. The Contractor’s forfeiture of Liquidated Damages to the District, and the District’s right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Liquidated Damages are automatically and without notice of any kind forfeited by the Contractor upon the accrual of each day of delay. Neither the District’s failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District’s failure or delay in notifying the Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District’s right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. Liquidated Damages shall be in addition, and not in lieu of, the District’s right to charge the Contractor for the District’s cost of completing or correcting items of the Work.
 - g. The District may extend the Contract Time if Work is delayed for causes outside the Contractor’s control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss or Damage:** The District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. The Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** The Contractor shall provide all required certificates of insurance, and payment and performance bonds.
8. **Performance of Work:** If the Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District may (pursuant to the General Conditions and without prejudice to any other remedy it may have) cure the deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** The Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to not approve and/or to stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification of Contractor's License:** The Contractor hereby acknowledges that it currently holds valid Type A – **GENERAL ENGINEERING AND/OR B – GENERAL BUILDING** Contractor's license(s) issued by the State of California, Contractors State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Sections 1770 et seq. of the California Labor Code.
13. **Contractor and Subcontractor Registration:** The Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, the Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. The District covenants, promises, and agrees that it will pay and cause to be paid to the Contractor in full, and as the Contract Price the following amount(s):

SEVEN HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED AND FORTY-EIGHT Dollars (\$786,448.00 ("Contract Price"))

- a. The above Allowances are within the Contract Price only to the extent the Contractor has performed Work encompassed by the Allowance description, the Contractor has appropriately invoiced for that Work, and the District has approved the Contractor's invoice. The Contractor shall invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of each Allowance shall be retained by the District.

b. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

15. **Authority of Contractor’s Representative:** The Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employs on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

16. **Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby unless doing so would defeat an essential purpose of the Contract.

17. **THE CONTRACTOR SPECIFICALLY AGREES TO ASSERT NO DEMANDS OR CLAIMS IN ARBITRATION OR LITIGATION UNLESS IT HAS STRICTLY COMPLIED WITH THE PROVISIONS IN THE “CLAIMS RESOLUTION” SECTION OF THE GENERAL CONDITIONS (DOCUMENT 00 70 00).**

Contractor’s Initials Acknowledging “Claims Resolution” Requirements: _____

18. **THE CONTRACTOR REPRESENTS, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT IT HAS REVIEWED IN DETAIL THE “DISTRICT DELAY(S)” SECTION OF THE SPECIAL CONDITIONS AND THAT THE AMOUNT OF DAMAGES SET FORTH THEREIN REPRESENTS A FAIR AVERAGE COMPENSATION FOR ANY LOSS THAT MAY BE SUSTAINED IN THE EVENT OF THE INSTANCES DESCRIBED IN THAT SECTION.**

Contractor’s Initials Acknowledging “District Delay(s)” Requirements: _____

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____

Dated: _____

YUBA CITY UNIFIED SCHOOL DISTRICT

NORTH STAR CONSTRUCTION

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

NOTE: If the Contractor is a corporation, the Contractor must attach a certified copy of the corporation’s by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Business Services

SUBJECT: Primary Diagnostics - COVID Testing

SUGGESTED ACTION: Superintendent Recommends Approval

ATTACHMENTS:

[Staff Report](#)
[Primary Contract](#)
[Primary - Generic School Consent Template](#)

Yuba City Unified School District

Governing Board Meeting Staff Report

To: YCUSD Governing Board

From: Robert Shemwell

Meeting Date: April 13, 2021

Item: Primary Diagnostics

To help make our schools safer and reduce the risk of COVID-19 being transmitted at school, YCUSD is implementing a COVID-19 testing program at school. Students and staff who are studying or working at the school will be tested one to two times a week for COVID-19.

This testing is made possible through a State initiative and will be paid for by State and Federal COVID relief funds.

PRIMARY DIAGNOSTICS - \$150,000 General Fund 01 (COVID)



PRIMARY MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

Customer Name: Yuba City Unified School District	
Address: 750 Palora Avenue, Yuba City, CA 95991	
Contact Name: Doreen Osumi Robert Shemwell	Title: Superintendent Deputy Superintendent
Telephone: (530) 822-7600 (530) 822-7620	Email: dosumi@ycusd.org rshemwell@ycusd.org

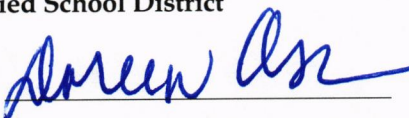
THIS MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT, including Attachment A, ("MSA") is entered into by and between Primary Diagnostics, Inc., a Delaware company with its principal place of business at 595 Pacific Avenue, Floor 4, San Francisco, CA 94133 ("Primary"), and the entity identified above ("District"). Each of Primary and Customer will be referred to in this MSA individually as a "party" and together as the "parties." This MSA will be effective as of March 24, 2021 ("Effective Date").

This MSA sets forth the general terms that shall apply to the licensing of certain software products and the performance of certain services by Primary. No products are licensed or services furnished pursuant to this MSA, except to the extent that Primary and Customer enter into an SOW or Schedule (as defined in Section 1 below), that sets forth the specific terms of the particular transaction. Each such SOW or Schedule that the parties may enter into from time to time shall be governed by, and shall incorporate by reference, the terms of this MSA. In the event of a conflict between the terms and conditions of this MSA and those of a Schedule or an SOW, the terms and conditions of this MSA will control, as further set forth in Section 2 of this MSA.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this MSA as of the date first set forth above.

Primary Diagnostics, Inc.

Yuba City Unified School District

Accepted By: _____ Accepted By: 
Printed Name: Andrew Kobylinski Printed Name: Doreen Osumi
Title: CEO Title: Superintendent
Date: _____ Date: March 24, 2021

Primary E-mail Address for Notices: contracts@primary.health

Customer E-mail Address for Notices: dosumi@ycusd.org; rshemwell@ycusd.org

GENERAL TERMS AND CONDITIONS

RECITALS

Primary is the owner of, or has acquired rights to, the Software and Documentation (each as defined below).

Primary has the capability to provide the Services related to such Software and Documentation.

Primary desires to grant and Customer desires to obtain a non-exclusive license to use the Software, the Documentation, and the Primary Data, in accordance with applicable Schedule(s) and the terms and on the conditions set forth in this MSA.

Primary desires to provide Customer with Maintenance Services and Professional Services in accordance with applicable Schedule(s) or SOW(s) and the terms and conditions set forth in this MSA. Customer desires to receive such Maintenance Services and Professional Services, as applicable, in accordance with such applicable Schedule(s) or SOW(s).

1. Definitions

The following are definitions of terms used in this MSA:

- a) "**Client**" shall mean any of the third parties, including childcare facilities, schools and employers, who contract with Customer for the purpose of facilitating and streamlining COVID-19 testing for such third parties' employees, students, and other individuals associated with such third party. In
- b) "**Confidential Information**" shall mean any information that is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), in written, graphic, machine-readable or other tangible form and (i) is marked "Confidential," "Proprietary," or in some other manner to indicate its confidential nature, or, if orally disclosed or obtained by observation, is identified as confidential at the time of disclosure and confirmed in writing to have been confidential within thirty (30) days of disclosure or observation; or (ii) should reasonably be known to be confidential based on the nature of the information and the context of the disclosure. Primary Confidential Information includes, without limitation, the Software (including in all formats, including in source code and object code formats), Documentation, Primary Data, and Data Derivatives. Customer Confidential Information includes Customer Data.
- c) "**Customer Data**" shall mean the data (in any format or media) entered, provided by or otherwise made accessible to Primary, by Customer or its End Users in connection with use of the Software or Services. For the avoidance of doubt, Customer Data does not include any Public Data or Primary Data.
- d) "**Customer Marks**" shall mean Customer's name, logos, trade name, and trademarks.
- e) "**Documentation**" shall mean all manuals, user documentation, and other related materials pertaining to the Software, as updated by Primary from time to time, which are furnished to Customer by Primary in connection with this MSA.
- f) "**Effective Date**" means the date of this MSA comes into force as set forth on the signature page.
- g) "**End Users**" shall mean the individuals Customer has authorized and designated to utilize the Software, Documentation, Primary Data (if applicable under the particular Schedule or SOW), or Maintenance Services, as provided under the terms of this MSA and in accordance with the

applicable Schedule or SOW, provided that any such individual: (i) is a Customer employee, agent or contractor, or is an employee, agent, contractor of a Client; (ii) have a need to access and use the Software, Documentation, Primary Data or Maintenance Services (as applicable), based upon their relationship with Customer; and (iii) have agreed in writing to adhere to and be bound by the terms of this MSA.

- h) **"Fee(s)"** shall mean the fees that Customer pays Primary under a Schedule or SOW.
- i) **"FERPA"** shall mean Family Educational Records and Privacy Act, 20 U.S.C. § 1232g and § 1232h, and 34 C.F.R. Parts 98 and 99.
- j) **"HIPAA"** shall mean collectively, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as amended from time to time.
- k) **"Maintenance Services"** shall mean the applicable maintenance services as specified in a Schedule for licensed Software.
- l) **"MSA"** shall mean this MSA and includes all Schedules and SOWs governed by it and incorporating it by reference.
- m) **"Personal Information Laws"** shall mean any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Customer or Primary, relating to data security, Personally Identifiable Information and/or privacy including, but not limited to, FERPA.
- n) **"Personally Identifiable Information"** or **"Personal Information"** shall have the same meaning as in Personal Information Laws.
- o) **"Professional Services"** shall mean data collection, data validation, implementation, development, virtual training or such other services provided by Primary for or on behalf of Customer as agreed upon in a Schedule or an SOW.
- p) **"Public Data"** shall mean data (in any format or media) that is generally available and in the public domain (through no act or omission of a party), and that is not proprietary to, or subject to exclusive ownership by, any party.
- q) **"Primary Data"** shall mean any and all data (in any format or media) that Primary uses, creates, collects or receives from various sources (including from any healthcare providers or licensed by Primary from third party vendors), that Primary makes available or provides to Customer through or in connection with any of the Services or the Software or as otherwise specified in a Schedule, including but not limited to, any databases, compilations, enhancements, improvements, transformations, and derivative works created by Primary based on such data or any Public Data.
- r) **"Primary Marks"** includes "Primary", the Primary logos, slogans, marks, combinations thereof, and any and all other source-identifying devices now or hereafter used by Primary or by any of its affiliates, or its suppliers.
- s) **"Schedule"** shall mean a written purchase order for Services or to license Software, that is governed by and incorporates by reference this MSA.
- t) **"Schedule Effective Date"** and **"SOW Effective Date"** shall mean, respectively, the date on which the applicable Schedule or SOW goes in effect.
- u) **"Services"** shall mean collectively the Professional Services and the Maintenance Services.
- v) **"Software"** shall mean the software as a service computer programs in provided using a cloud-based platform as applicable to Customer under the applicable Schedule or SOW, any error

corrections or updates supplied by Primary to Customer, if applicable, and the design, function, and content (e.g., layout, text, graphics, user interfaces) of the foregoing.

- w) "SOW" shall mean a statement of work describing a particular service.
- x) "Submissions" shall mean any suggestions, feedback, ideas, concepts, comments, illustrations, and other materials that Customer or End Users disclose, submit, make available, or offer to Primary at any time during the course of this MSA, or any Schedule or SOW.
- y) "Subscription Period" shall mean the period of time during which Primary will provide a license to use the Software or Services under a Schedule. The Subscription Period is comprised of the Initial Period and each Renewal Period (if applicable), where the "Initial Period" is for a period of one year from the Effective Date. The agreement may be renewed for 12 month "Renewal Periods" if mutually agreed to in writing.
- z) "Term" shall mean the time period beginning on the Effective Date and ending upon the termination of this MSA.
- aa) "Terms of Use" shall mean any terms of use or other "clickwrap" agreement entered into by End Users to the extent applicable for the particular Software or Service.
- bb) "Territory" shall mean the geographic scope of the license to use Services or Software. Unless expressly agreed in a Schedule, the Territory shall not include any locations outside the United States.

2. Ordering

Customer may from time to time procure Software, Maintenance Services, or Professional Services, as the case may be, using a Schedule or SOW that will reference this MSA. Such Schedule or SOW will be binding upon Primary and Customer upon signature by both Primary and Customer. In the event of a conflict between the terms and conditions of this MSA and those of a Schedule or SOW, the terms and conditions of this MSA will control; provided, however, that to the extent any Schedule or SOW includes terms and conditions not addressed in this MSA or not in conflict with the terms and conditions of this MSA, then such additional and non-conflicting terms and conditions will supplement and be deemed to be a part of such Schedule or SOW. Any such additional terms and conditions will be applicable only, and limited to, the particular transaction governed by such Schedule or SOW, but such additional terms and conditions will not be deemed to amend this MSA or any other Schedule or SOW. If a Schedule or SOW expressly cites and amends a specific term or condition of this MSA, such terms and conditions will be deemed to be amended solely for purposes of such Schedule or SOW, but will not be deemed to amend this MSA or any other Schedule or SOW.

3. Scope of Licenses, Restrictions and Obligations.

- a) Grant of Rights. For the duration of the applicable Subscription Period, and subject to Customer's compliance with the terms of this MSA and the applicable Schedule or SOW, including Customer's payment obligations, Primary hereby grants, and Customer hereby accepts, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use within the Territory, the Software and Documentation specified in the Schedule, (and if applicable, the Primary Data), subject to the terms and restrictions of this MSA (and any additional terms and restrictions set forth in the particular Schedule or SOW). Customer does not acquire under this MSA any other right or license (including any implied licenses) to use the Software, Documentation or Primary Data, except as expressly granted in this Section 3(a).
- b) Third Party Licensed Components. Customer acknowledges and agrees that certain data and technology included in the Software is provided by third party vendors whose services have been contracted by Primary.

In the event that a data or technology third-party vendor fails to provide such data or technology as agreed between Primary and such third-party vendor, Primary will exercise commercially reasonable efforts to continue to provide Software and Services to Customer as described herein, including working in good faith to find an acceptable replacement. In the event Primary is unable to provide a replacement to the third-party data or technology, Customer and Primary may terminate the applicable Schedule or SOW that requires the use of such third-party components.

- c) Restrictions on Use. Customer may use the Software (and if applicable, the Primary Data), only for the purposes described in the Schedule or Documentation and within the scope as expressly set forth in Section 3(a) above. Except as otherwise expressly stated in the applicable Schedule, Customer shall not (i) copy, reproduce, modify, adapt, translate, distribute, transmit, download, upload, post, sell, rent, license, sublicense, transfer, mirror, frame, create derivative works of, reverse engineer, decompile or disassemble any aspect of the Software, Primary Data or the Documentation (including, but not limited to, any underlying data), in whole or in part, in any form or by any means, without Primary's prior written permission (in its sole discretion) provided, however, Customer may disclose Primary Data to the Centers for Medicare & Medicaid Services or other local, state or federal regulatory agencies to the extent such disclosure is required by such agencies (iv) use the Software, Primary Data or Documentation in a manner that in material respects, delays, impairs, or interferes with system functionality for other users of the Software, Primary Data or Documentation or that compromises the security or integrity of the Software; (v) knowingly enter data through the use of the Software that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information hosted through the Software using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; or (vii) use the Software, Primary Data or the Documentation, or any part or aspect of them, for any unlawful purpose (including any purpose that may violate or be prohibited by applicable law). Access to or the license to use of the Software, Primary Data or the Documentation may be limited or suspended immediately in Primary's reasonable discretion if the terms of this Section 3(c) are violated.
- d) Customer Responsibilities.
- i. Customer is responsible for approving access to End Users, for End Users' compliance with applicable requirements in this MSA (including applicable Schedules and SOWs) or in any Terms of Use, and for maintaining the confidentiality of log-in credentials issued in a commercially reasonable manner. Customer is also responsible for providing Primary with written notification within five (5) business days of Customer's termination of its relationship with any such End User for purposes of ensuring that log-in credentials or access rights are invalidated.
 - ii. Customer shall promptly notify Primary upon becoming aware of any unauthorized use of the Software, Primary Data or Documentation, whether by End Users or unauthorized individuals or entities.
 - iii. Customer is responsible for ensuring that it discloses, provides or otherwise makes available to Primary (including as part of Customer Data), any protected health information (as defined under HIPAA) or education records (as defined under FERPA), or any Personally Identifiable Information in compliance with Personal Information Laws. Customer acknowledges and agrees that it is responsible for its compliance with all applicable state, local and federal laws, including, but not limited to, Personal Information Laws.

4. Maintenance Services

- a) General. During the applicable Subscription Period, and subject to Customer's compliance with the terms of this MSA and the applicable Schedule or SOW, including Customer's payment obligations, Primary will provide Customer with Maintenance Services as specified in a Schedule.

5. Professional Services

- a) General. Primary will provide the Professional Services as described in the applicable SOW. If Customer fails to timely pay any invoice, Primary will have the right, in addition to any other remedies it may have under this MSA or at law, to suspend its performance of any further Professional Services without any liability to Customer.
- b) Change Orders. No modification to the Professional Services or any other aspect of a SOW, including any resultant changes to pricing or project schedules, may be made except pursuant to a written change order that is signed by the parties. Each such change order will set forth in reasonable detail the nature of the change in the Professional Services or other aspect being changed, the recommended change in personnel or other deliverables, any change to the Fees, and any other impact the change order will have on the SOW.

6. Term & Termination

- a) Term.
 - i. Term of this MSA. This MSA will begin on the Effective Date and continue until terminated as described below.
 - ii. Term of Schedule(s). Each Schedule shall begin upon its Schedule Effective Date and continue until the end of the applicable Subscription Period for Software or Maintenance Services as provided under the Schedule. Unless otherwise specified in the Schedule, a Subscription Period may be renewed upon written agreement of the parties.
 - iii. Term of SOW(s). Each SOW shall begin upon the SOW Effective Date and continue until the completion of the Professional Services, as defined by the SOW, unless sooner terminated pursuant to the SOW.
- b) Termination for Breach.
 - i. Breach of the MSA. Upon a material breach of the MSA, the non-breaching party may elect in its sole discretion to terminate (A) this MSA only such that the breaching party cannot enter into any new Schedules or SOWs under this MSA; or (B) this MSA together with any current Schedules or SOWs, if in either case the breaching party shall have failed to cure the breach within ten (10) days after receiving written notice of the breach. For the purposes of this provision, material breach of this MSA includes, but is not limited to: (A) Customer's breach of its payment obligations; (B) a breach of a party's confidentiality obligations; (C) use by Customer of the Software, Primary Data or Documentation in excess of the scope of the license or in violation of any of the restrictions on use, as set forth in Section 3 of this MSA; or (D) a violation of a party's intellectual property rights. Such right to terminate in accordance with this provision is in addition to and shall not limit or prejudice any other right or remedy available under this MSA, at law, or in equity, except as provided herein.
 - ii. Breach of Schedules or SOWs.
 - A. Right to Terminate. Either party may terminate a Schedule or SOW for a material breach of the other party's obligations under such Schedule or SOW (including material breach of this MSA), provided that the breaching party has failed to cure

the breach within ten (10) days after written notice, unless the Schedule or SOW otherwise provides.

- B. No Cross Default. The termination of a Schedule or SOW under this Section 6(b)(ii) shall not automatically entitle the non-breaching party to terminate any other SOW or Schedule, or this MSA, unless the performance of such other Schedule or SOW, or the ongoing relationship under this MSA, is materially impaired by the termination of the particular Schedule or SOW.
- c) Termination for Convenience of a Schedule or SOW. Customer may terminate a Schedule or SOW for convenience upon sixty (60) days prior written notice; provided however that if Customer desires to terminate a Schedule for convenience prior to the expiration of the then-current Subscription Period under such Schedule, Customer agrees to pay the Fees for the remainder of the Subscription Period. If Customer desires to terminate a SOW for convenience, Customer agrees to pay all amounts due under such SOW, with no refund of any pre-paid fees.
- d) Effect of Termination.
- i. End of Rights to Software and Services. Upon the expiration or termination of a Schedule or SOW for any reason (or termination of all Schedules and SOWs pursuant to Section 6(b)(i)), Primary will have no further obligation to provide the Software, Primary Data, Documentation or Services and Customer will have no further rights to use or access the Software, Primary Data, Documentation or Services under the applicable Schedule or SOW. Customer shall cease any further use or access to such Software, Primary Data (except as otherwise provided in Section (d)(iii)), or Documentation, as applicable, unless Primary (in its sole discretion) otherwise agrees in writing. Within ten (10) days after termination of this Agreement, Customer shall return to Primary or if return is not feasible, shall destroy all copies of the Software (including any Primary Data, except as otherwise provided in Section (d)(iii)), and Documentation in Customer's possession, custody or under its control, unless Primary (in its sole discretion) otherwise agrees in writing, and Customer shall certify in writing to Primary that such copies have been destroyed.
 - ii. Return of Confidential Information. Except as otherwise provided in Section (d)(iii), upon the expiration or termination of the MSA, or any Schedule or any SOW for any reason, unless otherwise agreed in writing (including e-mail), each party shall promptly, at the other party's election, return or destroy (A) all of the other party's Confidential Information that was shared or disclosed in connection with all terminated Schedule(s) or SOW(s) or (B) in the case of a termination of the MSA and all Schedules and SOWs pursuant to Section 6(b)(i), all Confidential Information, in each case to the extent in its possession, custody or under its control (including copies, recordings, notes, archives, backups and summaries thereof, in all formats).
 - iii. Retention of Primary Data. Upon the termination of this MSA or any Schedule or SOW under which Customer obtained a license to use and access Primary Data, except in the case where termination is by Primary due to Customer's breach of this MSA or any Schedule or SOW, Customer may retain and use, after termination of the MSA, or the applicable Schedule or SOW, the latest version of the Primary Data that was provided to Customer by Primary prior to termination of the MSA, or the applicable Schedule or SOW, provided that Customer has paid the applicable fees for access to and use of such version of the Primary Data, and subject to Customer's ongoing compliance with the license terms and restrictions set forth in Section 3 of the Agreement notwithstanding termination of the Agreement.

- iv. Payment. Upon any termination of the MSA or any Schedule or SOW, Customer agrees to pay all Fees owed or owing prior to such termination (including any Fees for the remainder of the then-current Subscription Period under the Schedule or any Fees owed under the SOW, whichever Customer seeks to terminate sooner for convenience).
- v. Survival. The terms and conditions in this MSA that by their nature and context are intended to survive any termination or expiration of this MSA, including, but not limited to Sections 8(d), 9, 11, 12(b) and 13, will survive such termination or expiration of the term of this MSA for any reason and will be fully enforceable thereafter.

7. Fees & Payment Terms

- a) Payment of Fees. Customer agrees to pay Primary the Fees set forth in each applicable Schedule or SOW within thirty (30) days of receipt of the invoice. All Fees are non-refundable and non-cancellable. Primary may discontinue Software, Maintenance Services, or Professional Services if fees for such Software or Service are not paid within thirty (30) days of the date they are billed.
- b) Effect of Failure to Pay. In the event that payment that is properly owed under a Schedule or SOW is not made when due, Customer will be in material default under the terms of this MSA and Primary may invoke any or all available remedies, including the right to suspend its performance under this MSA (and the applicable Schedule or SOW). Customer will reimburse Primary for all costs and expenses incurred by Primary arising from Customer's collection of amounts due under this MSA, including, without limitation, reasonable attorneys' fees if so ordered by a court of competent jurisdiction.
- c) Taxes and Other Charges. Customer shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Services or Software.

8. Warranty

- a) Software Warranty. Primary represents and warrants that the Software provided hereunder will operate substantially in accordance with the applicable Documentation, as described in an applicable Schedule. Primary will use commercially reasonable efforts to make such additions, modifications, or adjustments to the Software as may be necessary to correct any repeatable problems or defects discovered in the Software and reported to Primary in writing by the Customer, excluding defects or problems arising from misuse by the Customer. The foregoing shall be Customer's sole and exclusive remedy for breach of the Software warranty.
- b) Services Warranty. Primary further represents and warrants that Professional Services and Maintenance Services will be performed in accordance with the applicable SOW or Schedule. If there is a breach of a warranty in this Section 8(b), as Customer's sole and exclusive remedy, within thirty (30) days from the date Customer notifies Primary in writing of the breach, Primary shall (to the extent feasible) re-perform the Professional Service or Maintenance Service, at no additional cost, as reasonably required to address any material defects caused by Primary's failure to meet this warranty.
- c) The warranties in this MSA shall be null and void in the event that all or any part of the Software is modified by Customer.
- d) DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY AND EXPRESSLY DESCRIBED IN SECTIONS 8(a) AND 8(b) ABOVE, PRIMARY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, MAINTENANCE SERVICES, PRIMARY DATA, PROFESSIONAL SERVICES OR ANY INFORMATION COLLECTED BY PRIMARY , OR FURNISHED BY

PRIMARY. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, AND FITNESS FOR ANY PARTICULAR USE, APPLICATION, OR PURPOSE. PRIMARY HAS NO RESPONSIBILITY FOR THE ACCURACY, ATTESTATION OR VERIFICATION, TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, CONTENT, DATA, OR OTHER INFORMATION. NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY EMPLOYEES OF PRIMARY OR OTHERWISE, IS A WARRANTY OR PROMISE BY PRIMARY, AND PRIMARY HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL PRIMARY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, INTERRUPTION OR LOSS OF BUSINESS, REFUNDS OF FEES, LOSS OF PROFITS, LOSS OF INCOME OR COST OF REPLACEMENT SERVICES. PRIMARY'S LIABILITY TO THE CUSTOMER ARISING OUT OF ANY CLAIM FOR DAMAGES FOR ANY CAUSE WHATSOEVER WILL UNDER NO CIRCUMSTANCES EXCEED, IN AGGREGATE, THE TOTAL AMOUNT OF THE SUMS ACTUALLY PAID BY THE CUSTOMER TO PRIMARY LIMITED TO A PRO-RATA PORTION OF THE FEES CUSTOMER PAID PRIMARY DURING THE PRECEDING TWELVE MONTHS. THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 APPLY REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

10. Indemnity

- a) Primary Indemnification Obligations. Primary will hold harmless, indemnify, and defend Customer, its affiliates, and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns (collectively, "Customer Parties") from and against any and all third party claims brought against Customer alleging that the Software provided under this MSA infringes an U.S.-issued patent or U.S.-registered copyright of a third party; provided that, if an infringement claim occurs, Primary, within its sole discretion, may (i) acquire the right for Customer to continue to use the affected Software in accordance with the terms of this MSA; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) terminate this MSA or the applicable Schedule, and refund to Customer any pre-paid Fees for Maintenance Services, if any, of the unused remainder of the applicable Subscription Period (or part thereof). Notwithstanding the foregoing, Primary will have no liability to the Customer Parties with respect to any Claim that is based upon, arises out of, or would not have occurred but for (A) Customer's combination of Software with a non-Primary product, software, data, business process or other component; (B) Customer's operation or use of the Software with any content, software, hardware, product, or apparatus not set forth in the Documentation, an applicable Schedule, or otherwise not approved in writing by Customer; (C) Customer's use of the Software in violation of this MSA (including the applicable Schedule or SOW), not in accordance with the Documentation, or in excess of the scope of license granted; (D) Customer's use of any third party software other than in accordance with

the license agreement for such third-party software; or (E) Customer's failure to install or implement a released upgrade to the Software that would have avoided infringement.

- b) This Section 10(a) sets forth Customer's sole and exclusive remedy with respect to any Claim for Primary's alleged violation of any intellectual property or other rights of third parties.
- c) Indemnification Procedures. The indemnified party will provide prompt written notice to the indemnifying party of any Claim for which the indemnified party will seek indemnification under this MSA, and will provide reasonable assistance to the indemnifying party upon the indemnifying party's reasonable request. The indemnifying party will have the right to defend and compromise such claim at the indemnifying party's expense for the benefit of the indemnified party; provided, however, the indemnifying party will not have the right to obligate the indemnified party in any respect in connection with any such compromise or financial obligation without the written consent of the indemnified party. Notwithstanding the foregoing, if the indemnifying party fails to assume its obligation to defend, the indemnified party may do so to protect its interests and the indemnifying party will reimburse all costs incurred by the indemnified party in connection with such defense.

11. Confidentiality

- a) Mutual Obligations. The Receiving Party agrees that, unless it has the prior written consent of the Disclosing Party, the Receiving Party will not use or disclose to any third party (other than for the purpose of performing the Services under this MSA) any Confidential Information of the Disclosing Party.
- b) Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this MSA; or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice (within statutory time constraints) to permit the Disclosing Party to contest such disclosure or to seek an appropriate protective order, and such disclosure is otherwise limited to the required disclosure.
- c) Level of Care. The Receiving Party will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, the Confidential Information of the Disclosing Party as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party further agrees to use the Disclosing Party's Confidential Information only in connection with and in furtherance of the business transactions contemplated by this MSA. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants, or professional advisors who have a need to have access to such Confidential Information in carrying out the business transactions contemplated by this MSA ("**Authorized Representatives**"). The Receiving Party will inform its Authorized Representatives of the confidential nature of the Confidential Information and the applicability of this MSA thereto and will obligate and direct its Authorized Representatives to maintain the confidentiality of such Confidential Information and otherwise to observe the terms of this Section 11.
- d) Remedies. The Receiving Party acknowledges that improper dissemination of the Disclosing Party's Confidential Information may cause irreparable damage to the Disclosing Party and

agrees that the Disclosing Party will have available to it, in addition to any other remedy provided by law, the right to apply for injunctive relief (without having to post bond) to enforce compliance by the Receiving Party with the provisions of this MSA.

12. Ownership and Use of Data, Marks and Intellectual Property Rights

- a) Customer Intellectual Property and Data.
 - i. Ownership of Customer Intellectual Property. Primary hereby acknowledges and agrees that as between Primary and Customer, Customer exclusively owns all rights, title and interest in and to Customer Marks and Customer Data (collectively, “Customer Intellectual Property”), and to all intellectual property rights worldwide thereto.
 - ii. Right to Use Customer Data for the Services. Customer hereby grants to Primary a non-exclusive, transferable right to use and process Customer Data throughout the Term of this MSA and the applicable Subscription Period(s) under any Schedule or SOW in connection with Primary performing the Services for or on behalf of Customer.
 - iii. Right to Use Customer Marks. Customer hereby grants Primary the right to use Customer Marks for purposes relating to and in connection with providing the Services. Primary shall not use Customer Marks for any other purpose without Customer’s consent, which shall not be unreasonably withheld and may be provided by e-mail.
 - iv. Education Records and Personal Information. Primary shall process Personal Information and/or Education Records, as defined in the Personal Information Processing Addendum attached to this MSA as Schedule 2 (“Schedule 2”), included in the Customer Data, if any, in accordance with Schedule B.
- b) Ownership of Primary Intellectual Property. Customer hereby acknowledges and agrees that as between Primary and Customer, Primary exclusively owns all right, title, and interest worldwide in the Primary Marks, the Software (including in all formats, including in source code and object code formats), the Services, the Documentation, the Primary Data, and Submissions, including any and all modifications, enhancements, improvements, transformations or derivative works thereof (collectively, “Primary Intellectual Property”), and to all intellectual property rights worldwide thereto. To the extent that Customer has or asserts any rights in any Primary Intellectual Property, Customer hereby irrevocably and in perpetuity assigns to Primary all worldwide rights, title, and interest Customer may have therein.

13. General Provisions

- a) Entire MSA. This MSA, any Schedules and SOWs, any Terms of Use, and, if applicable, Schedule 1, constitute the entire agreement between Primary and Customer. The parties acknowledge that this MSA contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this MSA replaces all prior agreements and understandings with respect to the subject matter of this MSA. This contract shall be binding not only upon both parties but also any successor corporations.
- b) Amendment. Any modification to or variation of this MSA must be in writing and signed by authorized representatives of Primary and Customer.

- c) Independent Contractors. The parties are independent contractors. This MSA does not designate either party as the agent, employee, legal representative, partner, or joint venture of the other party for any purpose whatsoever and neither will have the right, power, or authority to create any obligation or responsibility on behalf of the other. Each party will be fully liable for the acts and omissions of their employees, subcontractors, agents hereunder.
- d) Assignment. Neither party may assign this MSA in whole or in part without the other party's prior written consent which shall not be unreasonably withheld; provided, however, that either party may assign this MSA and all Schedules and SOWs, as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets, or change of control. In the event of assignment by Customer, use of the Software, Primary Data, Documentation or Services hereunder following said assignment will be limited solely to the End Users approved to use such Software, Primary Data, Documentation or Services, as applicable, prior to said assignment. Accordingly, any attempted or contemplated expanded use of the Software, Primary Data, Documentation or any of the Services (including any increase in users), by the assignee will require an amendment to this MSA (and the applicable Schedules or SOWs), including additional fees as may be appropriate and Primary will not be obligated to accommodate such expanded use without such written amendment agreed by Primary and the assignee. Except as provided herein, any attempted assignment without the other party's consent will be null and void.
- e) Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this MSA to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this MSA, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").
- f) Disputes and Escalation. If a dispute arises out of or relates to this MSA or its terms, including a Schedule or an SOW, the parties will first attempt in good faith to resolve the dispute. The parties agree to schedule a meeting within a reasonable time, but in no event, later than within thirty (30) days, after the party who believes there is a dispute notifies the other party of the dispute and requests a meeting. Each party shall designate a representative at a management or executive level to participate in such meeting. If despite such efforts, the parties are unable to resolve the dispute, the parties may jointly agree to submit the dispute to non-binding mediation with each party paying its own costs and both parties sharing the cost of the mediator. If the parties do not jointly agree to submit to mediation, either party may proceed to litigation in accordance with Section 13 (h).
- g) Governing Law; Venue. This MSA shall be governed by the laws of the State of California without reference to conflicts of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any disputes arising hereunder will be in any court of competent jurisdiction sitting in San Francisco County, California, and each party hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, neither party will bring a legal action, regardless of form, arising out of or related to this MSA or any Schedule or SOW more than two (2) years after the cause of action arose.
- h) Notices. Any notice given pursuant to this MSA will be sufficiently given if it is in writing and delivered, sent by prepaid post or facsimile to the other party at the address specified on the signature page, by email listed on the signature page with a reply email from the receiving

party as acknowledgement of receipt, or to such other address as either party may designate subsequently in writing, and will be deemed effective upon receipt.

- i) Waiver. No delay, neglect or forbearance by either party in enforcing against the other any provision of this MSA will be a waiver, or in any way prejudice any right, of that party.
- j) Interpretation. For purposes of this MSA, including any Schedules, SOWs or appendices: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this MSA as a whole (unless the language in the provision otherwise specifies); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; (v) words denoting any gender include all genders; (vi) "\$" refers to U.S. dollars. The Parties intend this MSA to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- k) Counterparts; Electronic Signatures. This MSA may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same instrument. In the event that any signature to this MSA or any amendment hereto is delivered by e-mail delivery of an image or Portable Document Format ("PDF") data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such image or PDF signature page were an original thereof.

SCHEDULE #001 TO THE PRIMARY MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Schedule #001 ("Schedule") is entered into by and between Primary Diagnostics, Inc., a Delaware company with its principal place of business at 595 Pacific Avenue, Floor 4, San Francisco, CA 94133 ("Primary") and Yuba City Unified School District, a school district organized and existing under and by virtue of the laws of the State of California, with a principal place of business at 750 Palora Avenue, Yuba City, CA 95991 ("Customer" or "District") as of March 24, 2021 ("Schedule Effective Date"). This Schedule incorporates by reference the terms of that certain Master Software License and Services Agreement dated March 24, 2021 (the "MSA") and is governed by such MSA. Each of Primary and Customer will be referred to in this Schedule individually as a "party" and together as the "parties." All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the MSA.

1. Software and Services

- a) Provision of Software Platform. Primary shall provide Customer the Software for the duration of the Subscription Period as described in Section 1.b. In connection with receiving such services, Customer will receive a license to access or receive Primary Data for the duration of the Subscription Period. Upon completion of the Subscription Period all sensitive data shall be purged from Primary's systems in a manner mutually agreed upon with Customer, and in compliance with regulatory protocols. New features implemented to Primary's Software platform will also be offered to Customer for the life of the MSA regarding updates and improvements.
- b) Description of Services. As part of the Software platform, Primary will customize and support the needs of existing and future Customer client relationships which may include but are not limited to the following:
- Virtually train on-site managers, admin, greeters, etc.
 - Customized registration portals
 - Technical setup support

2. Term

- a. Schedule Term. This Schedule shall begin upon its Schedule Effective Date and continue through **December 31, 2021**. The Subscription Period will automatically renew at the end of the Schedule Term with the expiration of the Schedule Term unless terminated upon ninety (90) days prior written notice.

3. Fees

- a. Onboarding Services Platform Fee. Customer shall pay Primary the following Monthly Services Platform Fee at the end of each month commencing with the Schedule Effective Date for as long as this Schedule is in force.

Onboarding Services Platform Fee	\$6,000
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- b. Software Per Participant Fee. Customer agrees to pay Primary a Software Per Participant Fee in relation to work completed and in accordance with the Fee Schedule as outlined in the definitive MSA.

Software Per Dose Fee (vaccine)	\$1.50 per dose administered in this Schedule #001
Software Per Participant Fee (rapid antigen, BinaxNOW)	\$1.50 per test administered in this Schedule #001
Software Per Test Fee (PCR)	\$3 per test administered in this Schedule #001
Per Positive Case Follow-up	TBD

Note: Pricing for new testing modalities will be \$3 unless otherwise agreed to via amendment.

- a) Time & Materials. Customer shall agree to pay Primary Time & Material fees in relation to work completed and in accordance with the Fee Schedule as outlined in the definitive MSA. Time & Materials should be approved prior to work commencing outside of scope.

Time and Expenses: Consultant in market fees and all reasonable expenses relating to deliverables when deploying to a test site: i.e. plane, rental car, gas, food, hotel, materials, project supplies.

Site Lead/Coordinator: \$125/hour

Onsite Trainer - Software and Staff Workflows: \$200/hour

Science and Medical Advisory Team: \$300/hour

C Suite Staff: \$275/hour

Time & Materials	TBD - Project Based
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- b) Pass-through 3rd Party Costs. When authorized by County, Customer agrees to pay Primary for 3rd party goods and services at cost plus a 5% markup to cover management and oversight of 3rd party vendors: i.e. PPE, tenting, site supplies, customer support staff, equipment, technical kits.

2. Miscellaneous

- a) Counterparts. This Schedule may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same instrument. In the event that any signature to this Schedule or any amendment hereto is delivery by e-mail delivery of an image or Portable Document Format (“PDF”) data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such image or PDF signature page were an original thereof.
- b) Modification. No change or modification of this Schedule will be valid unless made pursuant to a writing executed by both parties.
- c) Entire Agreement. This Schedule together with the MSA and amendments thereto constitutes the entire agreement between the parties with respect to the transaction described in this Schedule and supersedes all written or oral prior agreements or understandings with respect thereto.

SCHEDULE #002

PERSONAL INFORMATION PROCESSING ADDENDUM

This Personal Information Processing Addendum, effective as of March 24, 2021 (“**Addendum**”), by and between Primary Diagnostics, Inc., (“**Primary**”), and Yuba City Unified School District (“**Participant**”), (collectively the “**Parties**”), sets forth the terms and conditions relating to the privacy, confidentiality and security of Personal Information (as defined below) received or otherwise processed by Primary in connection with services rendered by Primary (the



“**Services**”) pursuant to the Master Software License and Services Agreement (the “**MSA**”) whereunder Primary may receive Personal Information (as defined below) from Participant.

WHEREAS, Primary is a contractor or consultant to whom Participant has outsourced institutional services or functions, and Primary performs an institutional service or function for which Participant would otherwise use employees; is under the direct control of Participant with respect to the use and maintenance of Education Records (as defined below); and is subject to the requirements of § 99.31(a) of FERPA (as defined below) governing the use and redisclosure of Personally Identifiable Information (as defined below) from Education Records; and

WHEREAS, Participant requires that Primary preserve and maintain the privacy, confidentiality and security of Personal Information;

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Addendum and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Participant and Primary agree as follows:

I. Definitions.

“**COVID Testing Data**” means COVID-19 test results relating to Participant’s students and/or employees.

“**Education Records**” shall have the same meaning as in FERPA and shall include such Education Records that Primary receives from Participant in connection with the Services.

“**Personal Information Laws**” means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Participant or Primary, relating to data security, Personally Identifiable Information and/or privacy including, but not limited to, Family Educational Records and Privacy Act, 20 U.S.C. § 1232g and § 1232h, and 34 C.F.R. Parts 98 and 99 (“**FERPA**”).

“**Personally Identifiable Information**” or “**Personal Information**” shall have the same meaning as in Personal Information Laws and shall include, not by way of limitation, COVID Testing Data, Education Records, and PSPII.

“**PSPII**” or “**Participant Staff Personally Identifiable Information**” means COVID Testing Data and other information relating to a reasonably identifiable employee or an independent contractor of the Participant including, but not limited to name, employee ID number, place of work, date of birth, contact information, demographic information, health insurance information, and symptom questionnaire responses.

Any capitalized term used but not defined herein shall have the meaning ascribed to it in Personal Information Laws and/or the MSA. In the event of a conflict, definitions used in this Addendum shall prevail over any defined terms in the MSA.

II. Purpose of the Addendum.

The purpose of this Addendum is to describe the duties and responsibilities to protect Personal Information transmitted to Primary from Participant in connection with the Services, including compliance with all Personal Information Laws. In performing the Services, and for the purpose of Education Records, Primary shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by Participant. With respect to the use and maintenance of Education Records, Primary shall be under the direct control and supervision of Participant.

III. Education Record Ownership.

Education Records transmitted to Primary pursuant to the MSA are, and will continue to be, the property of and under the control of Participant. Primary further acknowledges and agrees that all copies of such Education Records transmitted to Primary, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Addendum in the same manner as the original Education Records.

IV. Duties of Participant.

(1) Compliance.

Participant shall provide Personal Information, Education Records and PSPII for the purposes of the Services in compliance with FERPA and all other applicable Personal Information Laws.

(2) Virtual Training

Participant shall provide periodic security and compliance virtual training to those of its employees who operate or have access to Personal Information.

(3) Annual Notification of Rights.

If Participant has a policy of disclosing Education Records under FERPA, Participant shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

(4) Reasonable Precautions.

Participant shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services, Education Records, and PSPII.

(5) Unauthorized Access Notification.

Participant shall notify Primary promptly of any known or suspected unauthorized access to Education Records and/or PSPII. Participant will assist Primary in any efforts by Primary to investigate and respond to any actual or suspected incidents relating to Education Records and/or PSPII.

V. Duties of Primary.

(1) Compliance.

Primary shall comply with all applicable state and federal Personal Information Laws in connection with Education Records and PSPII received in connection with the Services.

(2) Authorized Use.

Education Records and PSPII shared pursuant to the MSA shall be used for no purpose other than the Services or as otherwise authorized under the Personal Information Laws. Primary also acknowledges and agrees that it shall not make any re-disclosure outside the scope of the MSA of any Education Records or any portion thereof, without the express written consent of Participant.

(3) Employee Obligation.

Primary shall require all employees and agents who have access to Education Records and/or PSPII to comply with all applicable provisions of this Addendum with respect to Education Records shared under the MSA.

(4) Security of Personal Information.

Primary agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Personal Information received in connection with the Services from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- a) **Passwords and Employee Access.** Primary shall secure usernames, passwords, and any other means of gaining access to Personal Information. Primary shall only provide access to Personal Information received in connection with the Services to employees or contractors that are performing the Services. Employees with access to Personal Information shall have signed confidentiality agreements regarding Personal Information. All employees with access to Education Records and/or PSPII shall be subject to criminal background checks in compliance with state and local ordinances.
- b) **Destruction of Personal Information.** Unless otherwise required by law, Primary shall destroy or delete all Personal Information obtained in connection with the Services when they are no longer needed for the purpose for which they were obtained, or transfer said Personal Information to Participant or Participant's designee.
- c) **Security Protocols.** Primary agrees to maintain security protocols that meet industry standards in the transfer or transmission of Personal Information, including ensuring that Personal Information may only be viewed or accessed by parties legally allowed to do so. Primary shall maintain all Personal Information

obtained or generated in connection with the Services in a secure digital environment and not copy, reproduce, or transmit Personal Information obtained in connection with the Services, except as necessary to fulfill the purpose of requests for Personal Information by Participant.

- d) **Employee Virtual Training.** Primary shall provide periodic security and compliance virtual training to those of its employees who operate or have access to Personal Information received in connection with the Services. Further, Primary shall provide Participant with contact information of an employee who Participant may contact if there are any security concerns or questions.
- e) **Security Technology.** Primary shall host Personal Information received in connection with the Services in an environment using a firewall that is updated according to industry standards.
- f) **Security Coordinator.** If different from the designated representative identified in Article VI, section e), Primary shall provide the name and contact information of Primary's Security Coordinator for the Personal Information received in connection with the Services.
- g) **Service Providers Bound.** Primary shall enter into written agreements whereby its service providers used in connection with the Services, if any, with access to Personal Information agree to secure and protect Personal Information in a manner consistent with the terms of this Article V. Primary shall periodically conduct or review compliance monitoring and assessments of service providers to determine their compliance with this Article V.
- h) **Periodic Risk Assessment.** Primary further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified information security and privacy vulnerabilities in a timely manner.
- i) **Information Security Incidents.** In the event that Personal Information received in connection with the Services is accessed or obtained by an unauthorized third party (each an "**Incident**"), Primary shall, unless prohibited by law, provide notification to Primary within a reasonable amount of time of having become aware of the Incident, and in any event no later than forty-eight (48) hours from the time Primary became aware of the Incident.
- j) **Compliance with Laws.** Primary agrees to adhere to all requirements in applicable state and federal laws with respect to an Incident including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such an Incident.
- k) **Incident Response Plan.** Primary further acknowledges and agrees to have a written Incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to an Incident, and

agrees to provide Participant, upon request, with a copy of said written Incident response plan.

- l) **Co-Operation.** In the event of an Incident originating from Participant's use of the Services, Primary shall cooperate with Participant to the extent necessary to expeditiously secure Personal Information.

VI. Miscellaneous.

- a) **Term.** Primary shall be bound by this Addendum for the duration of the MSA or so long as Primary maintains any Education Records and/or PSPII received under the MSA.
- b) **Termination.** This Addendum shall be coterminous with the MSA, unless the Parties terminate this Addendum by mutual written consent. Participant shall have the right to terminate this Addendum in the event of a material breach of the terms of this Addendum.
- c) **Effect of Termination.** If the MSA is terminated, and unless otherwise required by law, Primary shall destroy all Personal Information received from Participant in connection with the Services.
- d) **Priority of Agreements.** This Addendum shall govern the processing of Personal Information in order to comply with applicable Personal Information Laws. In the event there is a conflict between this Addendum and the MSA, this Addendum shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the MSA shall remain in effect.
- e) **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives below:

Designated Representatives:

The designated representative for Participant for this Addendum is:

Doreen Osumi, Robert Shemwell

dosumi@ycusd.org; rshemwell@ycusd.org

The designated representative for Primary for this Addendum is:

[Andrew Kobylinski](mailto:Andrew.Kobylinski@primary.health)

contracts@primary.health

- f) **Entire Agreement, No Waiver.** This Addendum constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications,

representations, or agreements, oral or written, by the Parties relating thereto. This Addendum may be amended and the observance of any provision of this Addendum may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

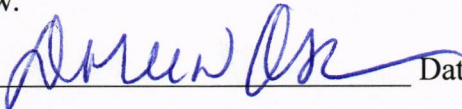
- g) **Severability.** Any provision of this Addendum that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Addendum, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Addendum or affecting the validity or enforceability of such provision in any other jurisdiction.
- h) **Governing Law; Venue and Jurisdiction.** THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN SAN FRANCISCO COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- i) **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER TORT, CONTRIBUTION OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS ADDENDUM WILL NOT APPLY TO ANY LIABILITY ARISING FROM: (I) A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS ADDENDUM; (II) AN INCIDENT; (III) A PARTY'S BREACH OF ITS CONFIDENTIALITY, PRIVACY, OR SECURITY OBLIGATIONS; (IV) A PARTY'S VIOLATION OF APPLICABLE LAW; OR (V) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- j) **Authority.** Primary represents that it is authorized to bind to the terms of this Addendum, including confidentiality and destruction of Education Records and any portion thereof contained therein, all related or associated institutions, individuals, employees or



contractors who may have access to Education Records and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where Education Records and portion thereof stored, maintained or used in any way. Primary agrees that any purchaser of Primary shall also be bound to the Addendum.

- k) **Successors Bound.** This Addendum is and shall be binding upon the respective successors in interest to Primary in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the last day noted below.

BY:  Date : March 24, 2021 _____

Printed Name: Doreen Osumi _____ Title/Position: Superintendent _____

YUBA CITY UNIFIED SCHOOL DISTRICT

BY: _____ Date : _____

Printed Name: _____ Title/Position: _____

PRIMARY DIAGNOSTICS, INC.

Please carefully read and sign the following Informed COVID 19 Screening Test Consent and Authorization for the Release of Information and Test Results:

For non-minors, all sections that reference "my child" refer to the individual signing

To help make our schools safer and reduce the risk of COVID-19 being transmitted at school, Yuba City Unified School District is implementing a COVID-19 testing program at our schools. Students and staff who are studying or working at the school will be voluntarily tested one to two times a week for COVID-19. Rapid tests results will generally be available within one hour. The rapid tests are free for families and staff. Some people may need a second test sent to a laboratory that will generally be available in 1-3 days. You will receive a message when the test result is available and will be contacted if positive. This document provides your consent for you or your child to participate.

- I authorize on behalf of myself or my child COVID-19 testing by collecting a nasal swab. Most children and adults will swab the first inch or so of their nose themselves.
- I acknowledge that a positive test result is an indication that I or my child must isolate at home, follow state and county quarantining procedures, and wear a mask or face covering as directed in an effort to avoid infecting others.
- I authorize that my or my child's test results be disclosed to the district, county or state health department, or to any other governmental entity as may be required by law.
- I authorize Primary Diagnostics, Inc. ("Primary") and each of the parties listed below to release personal information for me or my child (including name, gender, date of birth, and, to the extent applicable, dependent and/or guardianship information), contact information (including, to the extent applicable, my telephone number, email address, and physical or mailing address), appointment information, transaction identification

number, SARS-CoV-2 (“COVID-19”) test information and results to the following Primary Diagnostics, Inc. partners, in order to facilitate testing for the COVID-19 infection and for the purpose of making such further disclosures as set forth in the Primary Privacy Policy, available at <https://primary.health>

- The ordering provider for your COVID-19 test
 - The ordering provider for your child’s COVID-19 test
 - The California Department of Public Health, as required by law, and local public health agencies, as required by law
 - Any laboratory partner providing confirmation RT-PCR tests and/or providing mandatory reporting to the state health department
 - Primary Diagnostics, Inc. to collect the test information and share it with me, Yuba City Unified School District and other Primary partners, as necessary and determined by Primary Diagnostics, Inc.
- I understand the testing unit is not providing advice as a medical provider, this testing does not replace treatment by my or my child’s medical provider, and I assume complete and full responsibility to take appropriate action with regards to test results for me or my child. I agree I will seek medical advice, care and treatment from my or my child’s medical provider, as applicable, if I have questions or concerns, or if my or my child’s condition worsens.
 - I understand that, as with any medical test, there is the potential for a false positive or false negative COVID-19 test result. I have been informed about the test purpose, procedures, possible benefits and risks, and I have received a copy of this Informed Consent for me or my child to participate in a COVID-19 test. I have been given the opportunity to ask questions before I sign, and I have been told that I can ask additional questions at any time.
 - I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure by Yuba City Unified School District and may no longer be protected by federal regulations that protect the privacy and security of an individual’s health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or personally identifiable information contained in student education records as defined by the Family Educational Rights and Privacy Act (“FERPA”). Notwithstanding the foregoing, this consent serves as my permission for Yuba City Unified School District to release the information used or disclosed as a result of my child’s participation, provided that such release is in accordance with the terms of this consent.

- I understand that I may revoke my authorization at any time by notifying Primary in writing at Primary Diagnostics, Inc. at 595 Pacific Ave FL4, San Francisco, CA 94133 or support@primary.health of my desire to revoke it. In addition to notifying Primary Diagnostics, I must also provide notice to Yuba City Unified School District by emailing edavit@ycusd.org, I understand that any action already taken in reliance on this authorization prior to my revocation cannot be reversed.
- Unless revoked earlier, this authorization expires 12 months from the date of this authorization.
- I represent that I am the person authorized to sign this document for my child (parent or guardian).
- I understand the district is also exploring the possibility of providing PCR tests as an additional precautionary measure for certain individuals tested through the COVID antigen rapid test screener, for example if a person who was exposed or has no symptoms tests positive. If and when this happens the district is authorized to use my insurance information to ensure that there is no cost to me for this service. If my insurance does not cover this service, the District will work with the project partners to ensure that there is no cost to me.
- **Warning of Risks & Assumption of Risks:** Participating in COVID-19 screening involves inherent health risks. There is a risk of exposure to COVID-19 when leaving one's home. There is a risk that upper respiratory tract swabbing may cause discomfort, gag reflex, or nosebleed. By consenting to participate, I acknowledge that I understand that the risk of my or my child's participation is low risk and I voluntarily accept any health risks.
- **Waiver, Release, and Indemnification:** I know that participating in this screening is an activity that may be a potentially hazardous activity for some individuals. I hereby assume full and complete responsibility for any injury, illness, or accident which may occur during my or my child's participation. I hereby release, waive, hold harmless and covenant not to bring a suit against the administrators, sponsors, organizers, volunteers, employees, agents or any affiliated individuals or entities associated with this screening from any and all losses, damages, liabilities or other claims and causes of action that may arise out of my participation.
- To the extent permitted by applicable law, in the event of a conflict between the English and Spanish language versions of this Informed Consent, the English language version shall control.



Board Agenda Item

GOVERNING BOARD AGENDA ITEM

DATE: April 13, 2021

AGENDA SECTION: ACTION

DEPARTMENT: Educational Services

SUBJECT: MOU with Cambridge College

SUGGESTED ACTION: The Superintendent recommends approval of this Agreement.

ATTACHMENTS:

[Staff Report Cambridge College MOU](#)
[Cambridge College MOU](#)

**Yuba City Unified School District
Governing Board Meeting
Staff Report**

To: YCUSD Governing Board
From: Pamela Aurangzeb
Meeting Date: April 13, 2021
Item: MOU with Cambridge College

The Assistant Superintendent of Educational Services is requesting the Governing Board's approval to enter into a Memorandum of Understanding between Yuba City Unified School District and Cambridge Junior College. The primary purpose of this MOU is for the District to implement a Medical Assistant CTE Program. The initial term of the MOU will be one year. The financial impact is approximately \$120,000 for each school year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA CITY UNIFIED SCHOOL DISTRICT AND CAMBRIDGE JUNIOR COLLEGE**

This Memorandum of Understanding (“Agreement”) is entered into as of July 1, 2021 (“Effective Date”), by and between Yuba City Unified School District (“DISTRICT”) and Cambridge Junior College (“CAMBRIDGE”).

RECITALS:

- A. DISTRICT is a public school district serving students in the City of Yuba City and County of Sutter in California.
- B. CAMBRIDGE is a private postsecondary institution offering a Medical Assistant program.
- C. DISTRICT desires to implement a Medical Assistant CTE program at location to be determined.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall commence on the Effective Date for an initial term of 1 year. Thereafter, until terminated by notice given by either party as provided below, this Agreement shall be automatically renewed on the first of July each year for an additional one year period.

2. **Payment.** In exchange for the services provided by CAMBRIDGE as stated in this Agreement, DISTRICT will pay CAMBRIDGE One-Hundred and Twenty Thousand Dollars (\$120,000) for each 36 week (180 days) Medical Assistant CTE program. Payment shall be made in three (3) equal payments. The first payment shall be made prior to the start of the Medical Assistant CTE program. The second payment shall be made in the eighth (8th) week after the start of the Medical Assistant CTE program. The third payment shall be made in the eighteenth (18th) week after the start of the Medical Assistant CTE program.

3. **DISTRICT Responsibilities.** During the Term, DISTRICT shall have the responsibility to:

- a. Provide administrative and support staff as needed to oversee and facilitate the Medical Assistant CTE program.
- b. DISTRICT will provide or will require the student to provide a Chrome Book or similar device.
- c. DISTRICT shall provide or cause to be provided a classroom to accommodate the Medical Assistant CTE program.

d. DISTRICT shall procure and maintain for the duration of the Agreement, commercial general liability insurance against claims for injuries to persons or damages to property caused by DISTRICT including the performance of its obligations hereunder by DISTRICT employees and students with limits no less than \$1,000,000 per occurrence/claim and \$3,000,000 aggregate.

e. DISTRICT shall manage the experience of its students while participating in the Medical Assistant CTE program (attendance, participation, and discipline matters).

4. CAMBRIDGE Responsibilities. During the Term, CAMBRIDGE shall have the following responsibilities:

a. CAMBRIDGE will provide a qualified instructor for the Medical Assistant CTE program, which consists of three (3) 75 hour modules (2 hours/day) in class plus a 100 hour capstone module for a total of 360 clock hours over 36 weeks, limited to 30 students. Medical Assistant CTE program objectives and course descriptions are included in Appendix A.

b. CAMBRIDGE shall provide the supplies and equipment necessary to run the Medical Assistant CTE program.

c. CAMBRIDGE shall continue to develop and maintain curriculum for the Medical Assistant CTE program.

d. CAMBRIDGE shall procure and maintain for the duration of the Agreement, commercial general liability insurance against claims for injuries to persons or damages to property caused by CAMBRIDGE including the performance of its obligations hereunder by CAMBRIDGE employees with limits no less than \$1,000,000 per occurrence/claim and \$3,000,000 aggregate.

e. CAMBRIDGE shall maintain workers' compensation insurance for its employees as required by State law or statute, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

5. CAMBRIDGE Not Liable for Student Supervision. DISTRICT agrees and acknowledges that CAMBRIDGE shall not have control over, nor shall provide any supervision of students whether on campus or off campus for site visits and/or field trip excursions. DISTRICT shall assume all responsibility for the safety and conduct of its pupils, and the enforcement of the rules and regulation necessary to their protection, on and off campus, as required by state and federal law.

6. No Joint Venture. This Agreement shall not create a joint venture, partnership, or any other relationship of association between the parties.

7. Dispute Resolution. If any claim or controversy arises out of this Agreement (each a "Dispute"), the parties shall first enter into good faith negotiations to resolve the Dispute through their respective managements. In the event such good faith negotiations fails to settle any Dispute within sixty (60) days from notice of the Dispute, the parties shall try in good faith to settle the Dispute by non-binding mediation administrated by a mediator upon whom both the

DISTRICT and CAMBRIDGE agree. If the Dispute persists, it shall be resolved by binding arbitration administered by the American Arbitration Association, by a single arbitrator, under the Commercial Arbitration Rules. The hearing shall take place within 60 days of the appointment of the arbitrator, and shall be held in Yuba City, California. The prevailing party shall be awarded its reasonable attorney's fees and costs.

8. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed.

9. No Third Party Rights. Nothing in this Agreement is intended to make any person or entity that is not a signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

10. Termination. Either party may terminate this Agreement without cause upon providing notice to the other party not less than sixty (60) days prior to the first day of a particular semester's classes as set forth in DISTRICT's academic calendar. In the event of termination, the parties will cooperate to minimize disruption to existing or continuing programs. It is understood that the extension or renewal of this Agreement at any point beyond the initial one year term shall be contingent upon the continued interest and mutual agreement of the parties. Either party may terminate the agreement immediately due to any violation of any requirement of a federal, state, or accreditation agency or body.

11. Each Party shall not disclose records received from the other Party, which have been designated as confidential, including personnel records and student records pursuant to the Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 40973, *et seq.* In the event CAMBRIDGE receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, it shall tender the request to DISTRICT who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

12. Each party agrees to hold harmless, defend, and indemnify the other, and the officers, employees, boards, volunteers, and agents of each from and against any and all liability, losses, costs or expenses (including reasonable attorney's fees), or claims for injury or damages arising directly out of the performance (or nonperformance) of its specific responsibilities set forth above in paragraphs 2 or 3, as applicable, but only in proportion to, and to the extent that such liability, loss, cost, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party, its officers, employees, directors or agents.

13. The parties hereto agree that the relationship created by this MOU is that of independent contractors.

14. It is the policy of DISTRICT that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of

race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. CAMBRIDGE agrees to comply with all applicable state and federal laws in this regard.

15. Governing Law. The interpretation and enforcement of this MOU shall be governed by the State of California, the state in which the MOU was signed by the DISTRICT and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in Yuba County in the State of California.

16. Attorney's Fees. In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney fees.

17. Notices. Any notices required to be given under this Agreement shall be provided as follows:

To DISTRICT:

Yuba City Unified School District
750 N. Palora Ave
Yuba City, CA 95991

To CAMBRIDGE:

Cambridge Junior College
939 Live Oak Blvd.
Yuba City, CA 95991

18. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior understanding and agreements wither oral or in writing. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the parties.

19. Severability. If any term, covenant, or condition of this Agreement is held to by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their authorized officers as of the day, month and year first written above.

For CAMBRIDGE:

By: _____
Dan Flores, CEO
Cambridge Junior College
939 Live Oak Blvd. Yuba City, CA 95991
530-674-9199
danflores@cambridge.edu

For Yuba City Unified School District:

By: _____
Doreen Osumi
Superintendent
Yuba City Unified School District
750 Palora Ave.
Yuba City, CA 95991
530-822-5200
dosumi@ycusd.org

APPENDIX A

Medical Assistant CTE Program Objectives and Course Descriptions

Program Objectives: Upon completing the program, students should be able to:

- Possess the necessary front office skills to work in the medical reception area of a practice
- Describe the role of a medical assistant and the medical assistant's scope of practice
- Screen and schedule appointments
- Demonstrate the medical assistant's role in exam room procedures
- Demonstrate the medical assistant's role in laboratory procedures and OSHA standards
- Use the necessary medical terminology and anatomy knowledge to function as an entry level medical assistant
- Demonstrate standard and universal precautions
- Use basic computer skills to develop a resume
- Demonstrate competency through successful completion of the Capstone Module

Course Descriptions:

Module 1:

MJR201 Reception and Job Search 75 Clock Hours

This course will provide the student with the basic knowledge and skills necessary to use a computer and begin the job search process, as well as understand the administrative functions required of a medical assistant. Topics include introduction to keyboarding, word processing, preparing a resume, basic skills necessary to obtain employment, the role of the administrative medical assistant, office equipment and environment, inventory and supplies, mail and correspondence, patient registration, medical computer applications, patient screening, and appointment scheduling.

Module 2

ME221 Exam Room Procedures and MA Roles 75 Clock Hours

This course is designed to provide the learner with the basic overview of Medical Assisting, along with topics and skills that lead to professional and personal success. Topics covered include introduction to allied health care, role of the medical assistant, law and ethics for the medical assistant, multi-cultural issues, performance improvement, nutrition, patient education, creating relationships, attitude, potential, supervisory styles, team skills, stress management, restoring injured relationships, understanding in a diverse environment, adapting to new work environment, attendance, goal setting, resignation, and career advancement. This course will also teach the learner the basic knowledge and skills necessary for proper exam room procedures. Topics include medical terminology as it relates to the musculoskeletal, reproductive, and digestive systems; medical asepsis and infection control; patient interview, history, and documentation; vital signs; height and weight; positioning and draping patients; assisting with

physical exams; male & female examinations; assisting with orthopedic exams/procedures, and body mechanics.

Module 3

ML235 Laboratory Procedures and Customer Service 75 Clock Hours

Students examine and practice skills critical to effective customer service such as positive verbal communication, nonverbal communication, listening, behavior, handling difficult customers, and customer service through technology. Other topics include stress management, time management, and encouraging customer loyalty. This course will also prepare the learner with the basic skills and knowledge necessary to carry-out their roles in basic laboratory procedures. Topics include medical terminology as it relates to the urinary, lymphatic, immune and endocrine systems; basics of microbiology; safety and OSHA guidelines; hazardous and biohazardous waste; introduction to the physician's office laboratory equipment and safety; collecting, processing, and testing of body fluids; collection, processing and testing of urine specimens; and collecting and processing of microbiology specimens.

Capstone Module

MAC101 Medical Assisting Capstone 100 Clock Hours

Pre-requisite: Completion of all courses listed. This course will provide the students with an opportunity to integrate the skills and competencies needed to be a successful Medical Assistant. Students will be given a list of topics which are scenarios of real world challenges for a Medical Assistant. They will select one topic (as a group) and work collaboratively to develop a solution that will creatively solve the selected problem (40 Hours). This will be presented in the final session with members of the local health care community in attendance to evaluate the Capstone work. There will also be a didactic/interactive training on the impact and use of compassion in healthcare in which they will learn the importance of compassion, the evidence showing the impact of compassion on patient outcomes and communication techniques that promote compassion and improve patient engagement. Finally, the students will participate in onsite observation of the work on a Medical Assistant in various clinic settings (40 Hours).