

PLEASANT VIEW SCHOOL DISTRICT

14004 ROAD 184 PORTERVILLE, CALIFORNIA 93257
TELEPHONE (559) 784-6769 FAX (559) 784-6819

January 31st, 2023

BOARD OF TRUSTEES

Alexander Garcia
President & Clerk
Thomas Barcellos
Vice President
Davy Gobel
Rusty Gobel
Bridget Kidder

A Special meeting of the Pleasant View Elementary School District Governing Board will be held February 2nd, 2023 at 7:30 A.M. Library at Pleasant View Elementary.

AGENDA:

CALL TO ORDER - ROLL CALL:

- A. Welcome
- B. Pledge of allegiance
- C. Roll Call

Mark Odsather
District Superintendent

Kimberly Parrish
Principal

Niguel Baxter
Business Manager

AGENDA ITEMS - The Board reserves the right to change the order of items in order to expedite the conduct of business or provide convenience for those appearing before the Board. The Brown Act allows 2/3 of the board members present, as opposed to 2/3 of the entire board, to add an item to the agenda if the item is urgent and arose after posting of the agenda.

Approval of Agenda - Action Item

PUBLIC COMMENT: Members of the public may address the Board on any agenda or other item of interest during the public comment period. The public may also address the agenda items at any time they are taken up by the Board. The Board is not able to discuss or take action on any item that is not on the agenda. A reasonable time limit can be imposed on the public input for individuals/issues as deemed necessary.

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 784-6769 48 hours in advance of the meeting.

Notice: If documents are distributed to the board members concerning agenda items less than 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at Pleasant View Elementary, 14004 Road 184, Poplar CA

NEW BUSINESS:

- A. Agreement between PVE and CwistED for Project Based Learning Professional Development and Consulting – Action Item
- B. Move February Board Meeting Date to February 21st, 2023 @ 4:30pm, Pleasant View Elementary Library - Action Item

ADJOURNMENT



PLEASANT VIEW
FALCONS

**AGREEMENT FOR
PROFESSIONAL DEVELOPMENT SERVICES**

This AGREEMENT FOR PROFESSIONAL DEVELOPMENT SERVICES (“Agreement”) is made and entered into effective January 10th, 2023 (the “Effective Date”), by and between the Pleasant View Elementary School District (“District”), a California public school district and cwistEd LLC, a California limited liability corporation (“Consultant” and together with District, the “Parties”).

RECITALS

- A. **WHEREAS**, Project-Based Learning (“PBL”) is a student-centered teaching method whereby students learn by engaging in active exploration of real-world challenges and problems; and
- B. **WHEREAS**, Consultant is an educational services provider with specialized skill and experience in providing professional development training in PBL, including but not limited to PBL curriculum design, PBL project development and teacher Best Practices for PBL through hands-on training in planning, monitoring and assessment of skills and knowledge and individual student learning trajectories “Services”; and
- C. **WHEREAS**, District desires that Consultant provide specialized and in-depth professional development training to its staff regarding PBL and related instructional methodologies; and
- D. **WHEREAS**, Consultant is willing to provide the specialized and in-depth professional development training in PBL and related instructional methodologies for District staff, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consultant Services.

- a. Subject to the terms and conditions set forth in this Agreement, Consultant will provide District staff with specific Services including but not restricted to: strategic planning, content and lesson planning, assessment development (backbone) for PBL matrix design integrating California Standards, lifelong learning skills and UN 17 SDG's structuring and implementing professional development training. Consultant will provide District staff with professional development training in California's Standards, content area subject matter, PBL, and other instructional strategies which shall include the specific Services, Service dates, benchmarks and deliverables as agreed to by the Parties and set forth in the Work Plan attached hereto as **Exhibit A** and will be updated annually, and incorporated herein by reference.
- b. District agrees to collaborate with Consultant to develop and finalize the Work Plan attached as **Exhibit A** and further agrees to coordinate staff attendance and substitutes, as necessary.

- c. The Parties understand and agree the Services to be provided under this Agreement shall only be the Phase I Services of Consultant's proposed three-phase program. Upon completion of Phase I Services, the Parties may, by mutual written agreement, contract for Consultant's provision of additional Phase II and Phase III Services.
2. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the Phase I Services, but no later than June 30, 2023 ("Term"), unless earlier terminated as set forth in Section 8 below. There shall be no extension of the Term of this Agreement without the express written consent of both Parties.
3. **Location; Scheduling and Delivery of Service.**
 - a. Except as agreed in advance by the Parties, all Services shall be provided in-person at locations as designated by the District. Consultant will coordinate scheduling of Services with District in advance of commencing any Services and scheduling of any make-up sessions.
 - b. District and Consultant may mutually agree to Consultant's provision of Services virtually pursuant to health and safety guidelines or for other purposes. If Services are provided virtually, District shall provide information technology and logistics support for Consultant and staff. Consultant will provide all technical facilitation with connectivity support from District.
4. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant and all of Consultant's parties have in effect and shall maintain in full force throughout the Term of this Agreement, all licenses, credentials, permits and any other qualifications required to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant employees performing Services shall be competent to perform those Services.
5. **Materials.** Except as otherwise set forth in this Agreement, Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation and any other items (collectively, "Materials") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Consultant shall provide participating District staff with all professional development materials required for Phase I Services in digital or electronic format. No additional fees shall be paid or reimbursed to Consultant for Materials or other expenses except as set forth in this Agreement.
6. **Payment of Fees for Services.** For Services rendered by Consultant pursuant to this Agreement, District agrees to pay Consultant a total amount not to exceed \$89,130.00, which amount will be invoiced in six (6) equal monthly installments of \$14,855.00 ("Professional Development Fee"). Payment shall be due within thirty (30) days of receipt of a detailed invoice from Consultant including a detailed description of the Services provided and total billed hours for the prior month, and any additional supporting documentation District reasonably requests. The Parties agree that the Professional Development Fee, as set forth in this Section, is inclusive of all planning and travel costs for Consultant.

Payments to Consultant shall be made as follows:

● Payments shall be made to:

CWISTED LLC

First Citizens Bank

10784 Jefferson Blvd, Culver City, CA, 90230 I (310) 559-7222

Account Number: Checking 001064821769

● Payment Options

Electronic Payments # 122037760 (direct deposit, ACH payments & transfers)

Wire transfer # 053100300

7. **Disputes.** In the event of a dispute between the Parties concerning this Agreement or the rights and duties of either Party under this Agreement, the Parties shall first attempt to resolve the dispute informally. If the Parties cannot reach a resolution, they shall attempt in good faith to settle the dispute through non-binding mediation. The Parties shall agree upon and select a mediator and share equally the costs and fees of mediation. If the Parties are unable to resolve the dispute through non-binding mediation, each Party may pursue its legal rights and remedies through any other legally permissible means, but neither Party may pursue any such legal remedy unless and until the Parties have engaged in at least one session of non-binding mediation.
8. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if: (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant's insolvency. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
9. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its officers, directors, agents, contractors, subcontractors, employees, material or equipment suppliers, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' use of District facilities, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification

provided for in this Section 9 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

10. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations set forth in Section 9 above, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; and (ii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.
11. **Independent Contractor Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant Parties are independent contractors for purposes of this Agreement and shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to District employees and/or to which District's employees are normally entitled.
12. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.
13. **Fingerprinting.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification attached to this Agreement as **Exhibit B**.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the

information learned or provided pursuant to section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

14. **Confidential Information.** All District information disclosed to Consultant during the course of performance of Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District or required by law. Consultant shall not use District Confidential Information for any purpose other than carrying out the obligations under this Agreement. Confidential Information includes, without limitation, all of the following: education records, student lists, medical records, personnel records, information technology systems, financial and accounting information, curriculum, email addresses and other personally identifiable information concerning students or staff, photos and/or videos of students, employees, or campuses, and/or any other information Consultant reasonably should know may be treated as confidential or proprietary by District. Upon termination of this Agreement, Consultant shall turn over to District all Confidential Information and other records related to District students and staff disclosed to or acquired by Consultant in connection with this Agreement.
15. **Advertising.** Neither Party shall use the other Party's name or logo in any descriptive or promotional literature, advertising, publication, or communication of any kind without the other Party's prior written consent. Consultant expressly agrees that it shall not, without prior written authorization use any photographs of District students or of any District property in any advertising, publication, descriptive or promotional literature or communication of any kind.
16. **Health and Safety Mandates.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases. Consultant's employees providing Services under this Agreement shall provide their own PPE. The District shall ensure that District sites utilized for the Services have the necessary supplies for preventative sanitation measures, including but not limited to soap and water, disposable towels, tissues, and hand sanitizer.
17. **Notices.** Notices may be mailed (express or regular), emailed, faxed, or personally delivered, to the Parties at the following:

District

Pleasant View Elementary School District
14004 Road 184
Porterville, CA 93257
Attention: Superintendent
Email: marko@pleasant-view.k12.ca.us
Phone: 559-784-6769
Fax: 559-784-6819

Consultant

cwistED LLC
11260 Overland Avenue, Suite 9G
Culver City, CA 90230
Attention: Debby Forman
Email: debby@cwisted.com
Phone: 424-469-7789

Notices delivered personally or by electronic mail or fax will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing. A Party may change its contact information with written notice to the other Party.

The individuals listed in this Section 17 shall also serve as points of contact for the implementation of the MOSAICO pilot and Services as set forth in this Agreement. Each Party shall notify the other Party as soon as practicable in the event of a change in its point of contact.

18. **Assignment.** Neither Party shall assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other Party.
19. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
20. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
21. **Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Tulare County, subject to any motion for transfer of venue.
23. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
24. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual

orientation of such persons.

- 25. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
- 26. **Records.** Consultant shall maintain complete and accurate records with respect to the Services rendered. All such financial records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
- 27. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 29. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Agreement, and therefore Consultant must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Agreement.
- 30. **Board Ratification/Approval.** The effectiveness of this Agreement is contingent upon approval or ratification by the District's Board of Trustees.

DISTRICT:

CONSULTANT:

**PLEASANT VIEW ELEMENTARY
SCHOOL DISTRICT**

CWISTED LLC

By: _____

By: _____

Name: Mark Odsather

Name: _____

Title: Superintendent

Title: _____

EXHIBIT A

WORK PLAN FOR PHASE I SERVICES

JANUARY / 2023
Research Pleasant View standards and skills curriculum; Understand how much of the standards curricula is required by law per term / year
Prep interview with Pleasant View Superintendent regarding curriculum
Lead Interview with Pleasant View Superintendent & academic team
Prep interview with school admin to learn about: - admin flow, school routine, school events, school year calendar, ceremonies - understand the admin flow for submitting data within the State: what are the tasks involved, how long and what is the effort?
Benchmark the resources currently used to track standards and skills development (on & offline)
FEBRUARY / 2023
Deep dive & Analyze past school projects
Lead Interview w/ school adm (1:1) individual sessions
Internal interview's debrief & conclusion
Prep interview with the teachers
CHECKPOINT / Mark & Kim feedback to proceed
MARCH / 2023
Lead interviews (1:1) with 24 teachers
Connect the project analysis to contextual diagnosis
Prepare Context diagnosis report
CHECKPOINT / Co-design an Action Plan for onsite PD Sessions considering the results obtained in the interviews + Project Analysis
DELIVERABLE / Present the interview results diagnosis
APRIL on site / 2023
Participate on the day-to-day school activities
Plan and Lead 4 PD sessions on-site

MAY / 2023

CHECKPOINT / Lead session's internal debrief of the PD sessions with the teachers

Plan and lead 2 PD sessions with teachers

Kick-off meeting: co-created "Pleasant View GUIDEBOOK" with Pleasant View teachers team

Write an Action Plan for the school project considering the on-site discoveries

DELIVERABLE / Present the Action Plan for school project year 23-24

Interview school community Round 1

Prepare and deliver focus group analysis, with suggested implementable actions

JUNE / 2023

Plan and Lead 2 PD sessions with teachers:

CHECKPOINT / Teacher "Thumbs up" for 'Pleasant View GUIDEBOOK' Part 1

DELIVERABLE / Write CO-CREATED 'Pleasant View GUIDEBOOK' PART 1

EXHIBIT B

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [insert "owner" or officer title] of _____ [insert name of business entity] , have read the foregoing and agree that _____

_____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

EXHIBIT B
Attachment A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

EXHIBIT B
Attachment B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____