



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Arboga Elementary School Board Report 2012-2013

For the second year in a row, Arboga Elementary School has maintained a consistent enrollment above 500 students; we currently have 517 students, although, at our highest point this year, we did have 524 students enrolled. As mentioned in past board reports, both our student enrollment and our academic growth continue an upward trend. Our student enrollment, in the past six years, has grown 147 students, while our API score has grown 83 points, from 781 to 864.

In spite of what should be celebratory happiness surrounding our ever increasing API score, our school has also received Program Improvement status, entering Year 1 this school year (see attached handouts labeled, "Arboga Elementary School Adequate Yearly Progress Information 2011-2012" and "Arboga Elementary School Adequate Yearly Progress Information 2007-2012"). Our track record with meeting AYP criteria over the past five years has been good, but it hasn't been good enough in the face of rising AMOs requiring that 78.4% of all students tested test proficient or advanced in ELA and 79% in math 2011-2012 and that in 2012-2013 89.2% test proficient or advanced in ELA and 89.5% in math do the same: in 2008 we met 20/21 AYP criteria; in 2009 we met 21/21; in 2010 we met 21/21; in 2011 we met 17/21; in 2012 we met 19/21.

This school year, we have been and will continue to be focusing our attention on continued improvement and, hopefully, an exit from Program Improvement as soon as possible. One area we feel will help us towards this goal is the hiring of five instructional assistants to help in the K-3 classrooms with ELA instruction. This is a strategy we employed last year and earned a 5.7% increase in our schoolwide percentage of proficient/advanced as measured by the CST. We have also stepped up our game in regards to our English Learner population as two of the instructional assistants are bilingual Spanish speakers, we are better utilizing parent volunteers who are also bilingual, and we have begun to use the Measuring Up curriculum as early as 1st grade now.

Our largest focus area for improvement is ELA instruction overall. Our 1st grade classrooms are continuing the Daily 5 workshop method whereby students rotate through 5 stations—Read to Self, Word Work, Work on Writing, Read to Someone, Listen to Reading; 2nd grade has begun a workshop rotation that includes PE, allowing teachers to focus on specific student needs; 3rd grade continues their ELA and writing workshop; and the 4-6 Language Lab we have run for the past 5 years is continuing. We have also continued the work we began with the Art Docent program, which allows students exposure to great works of art and the opportunity to create some art themselves, with writing assignments sneaked in occasionally. We brought back a retired 4th grade teacher, Loretta Voboril, to work with the 4th graders on writing, her specialty. Our teachers are continuing to articulate both at the grade level and vertically.

We have created grade level expectations that each grade level team agrees upon and has sought input from the following grade to create and will be publishing these so that parents better understand what their children are being asked to do. We are continuing the Curriculum



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"Home of the Cougars"

2004 & 2010 California Distinguished School; 2003, 2007 & 2011 Title I Academic Achievement School



Nights we hold—Reading, Math, History/Culture, Science, Art—so that parents can come onto campus with their child and be asked to do nothing but have fun with their children learning and learning how to help their children learn. The *SchoolMessenger* system is well utilized at Arboga Elementary School; rarely does a week pass that we don't send at least one message home. We have found this to be an excellent way to keep parents apprised of upcoming events, remind them of deadlines, and strengthen the school-to-home communication process. At least three grade levels and three individual teachers send home weekly/biweekly/monthly newsletters to their parents so that they know what is happening in their students' classrooms and may help both at home and at school, should the opportunity make itself available. We are also beginning to utilize some professional development focused around Strengthfinders, a program introduced earlier this year to district management that shifts the paradigm from looking at where our weaknesses are to what our strengths are. Teachers have welcomed this different perspective, and we are learning about each other and how to work better with each other using our strengths.

As always, with the positives of growth also come some negatives. Rather than call them negatives, we like to see them as speed bumps and seek solutions. One such speed bump has been the continued integration of the Arboga Preschool on our campus. Kathy Woods and her staff have done an excellent job of working with us, but the addition of a third class has brought with it some minor struggles, such as the transition between the A.M. and P.M. classes and continued issues with parking and school safety. Working with the district to alleviate these problems, we will have new fencing and gates installed before the end of January 2013. These pieces will allow us to open up an overflow parking area adjacent to the playground and behind the Arboga Community Center. Other speed bumps include facilities as we are maxed out for instructional space and any space for meeting rooms, etc. We have been working with our PTSO to purchase new play structures for students and are hoping to work with the district to gain some more blacktop area for kids to play organized games such as basketball, hopscotch, foursquare, etc.

We have welcomed several new staff members this year including: Theresa Smith, as School Secretary; Hanna DeForest and Tracy Pomeroy, as 2nd grade teachers; Gary Hall, as a 5th grade teacher; Paul Shergill, as the After School Program Support Specialist; Kricia Ames, Jordan Stanaland, and Sciera Dunn, as STARS Providers; Karandeep Atwal as a Speech Intern; Maria de Hernandez, Carol Soriano, Ericka Stagg, and Sandra Castulo as Instructional Assistants; Rachel Stevenson and Nicole Cisneros as Special Circumstances Instructional Assistants.

In a nutshell, growth continues to be the focus at Arboga Elementary School, whether it is visible growth such as student enrollment and increases in test scores or more subtle growth that is not so easily seen such as professional development or continuing to hone and build on traditions.

Arboga Elementary School Adequate Yearly Progress Information 2007-2012

Arboga Elementary has increased its Academic Performance Index (API) Score by 69 points over this five year period.

Unfortunately, even though we increased performance overall, for the second year in a row, we did not meet all of the federally required Adequate Yearly Progress (AYP) goals set by No Child Left Behind (NCLB). Below is a comparison and explanation of our 2007-2008 through 2011-2012 AYP percentages, meaning what percentage of our students scored either Proficient or Advanced on the state CST testing.

	ELA	AYP GOAL	MATH	AYP GOAL	API
2007-2008 Schoolwide	45.3%	35.2%	62%	37%	795
English Learners	36.4%		61%		
2008-2009 Schoolwide	59%	46%	66.7%	47.5%	824
English Learners	52.3%		70.8%		
2009-2010 Schoolwide	62.3%	56.8%	73.2%	58%	849
English Learners	56%		73.3%		
2010-2011 Schoolwide	60.9%	67.6%	75.1%	68.5%	850
English Learners	61.1%		73.6%		
2011-2012 Schoolwide	66.6%	78.4%	76.2%	79%	864
English Learners	60%		73.3%		
Did not Meet Goal		Met Goal through Safe Harbor			Met Goal

Arboga Elementary School Adequate Yearly Progress Information 2011-2012

Arboga Elementary increased its Academic Performance Index (API) Score by 15 points, bringing our new API score to 864, the highest yet for our site.

Unfortunately, even though we increased performance overall, for the second year in a row, we did not meet all of the federally required Adequate Yearly Progress (AYP) goals set by No Child Left Behind (NCLB). Below is a comparison and explanation of our 2010-2011 and 2011-2012 AYP percentages, meaning what percentage of our students scored either Proficient or Advanced on the state CST testing.

2010-2011 AYP Percentages Goal of ELA 67.6%/Math 68.5%		2011-2012 AYP Percentages Goal of ELA 78.4%/Math 79%		+/-
English Learners	73.6%	60%	73.3%	-1.1%
School Wide	60.9%	66.6%	76.2%	+5.7%
Hispanic/Latino	55.8%	68.6%	73.3%	+12.8%
White	63.6%	70.1%	80.6%	+6.5%
Socioeconomically Disadvantaged	55.3%	59.7%	73.1%	+4.4%
Did not Meet Goal	Met Goal through Safe Harbor			Met Goal

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Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☒ Add as a Supplement ☐ Existing textbook/reordering
☐ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☐ NEW COURSE: _____

For use beginning with the semester of:

☐ Fall ☒ Spring Year 2013

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title The Fountainhead

Author Ayn Rand Publisher Signet Publishing

Copyright 1943 Price \$ N/A ISBN # 9780451191151

School Marysville High Teacher/Department Requesting Cameron/English

Funding Source donation Grade Level(s) 12th only

Title of Course/Subject British Literature, College Prep

Course Description(s) Covered Comparative Analysis of text

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? a donation from Ayn Rand Institute

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☐ Yes ☒ No

If no, why not? a donation from Ayn Rand Institute

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☒ Yes ☐ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.

Two brief sensual scenes similar to We the Living, Rand's other novel. In this book, there are two heroes, both male and female; they fall in love. They are noble characters and no lewdness is achieved through the scenes. The Fountainhead is commonly read in 12th grade and is intended for mature students.

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Please contact Gey Thao (749-6161) if you have any questions or need assistance.

List Major Content Standard(s) Covered:

Text Aligns with movement toward Common Core Standards.

Current standards covered:

Grade 12: Literary Response and analysis 3.2, 3.8, 3.9

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6

Principles of Economics: 12.2 - #2, #3, #8, #10

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes

☒ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length _____ Credits _____

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s) of literary merit and philosophy/ideology. Ayn Rand is a novelist of gigantic proportions in terms of literary merit and philosophy/ideology.

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

Sharon Bushnell

11-26-12

Principal Approval:

[Signature]

12-10-12

Date

Approval:

Lennie Tate, Executive Director of Educational Services

12/16/12

Date

☒ Approved ☐ Denied

7/14/05
revised 3/28/05

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Please contact Gen Thao (749-6161) if you have any questions or need assistance



Request Form for New Course and/or Textbook(s)/Materials(s)

- ☐ Change of Text ☒ Add as a Supplement ☐ Existing textbook/reordering
☐ Text for New Course ☐ English Learners/Comite' Compliance [Currently not listed on textbook list]
☐ NEW COURSE: _____

For use beginning with the semester of:

☐ Fall ☒ Spring Year 2013

This form will provide the Board of Trustees, administration, and teachers an overview of the strengths this proposed textbook(s)/material(s) will support a particular course.

Textbook(s)/Material(s) Title We the Living

Author Ayn Rand Publisher Signet Publishing

Copyright 1936 Price \$ n/a ISBN # 978-0-451-23424-7

School Marysville High Teacher/Department Requesting Cameron / English

Funding Source donation Grade Level(s) 12th only

Title of Course/Subject British Literature, College Prep

Course Description(s) Covered Comparative analysis of texts

Does this textbook(s)/material(s) cover the content standards?

- ☒ Yes, thorough coverage/alignment
☐ Yes, moderate coverage/alignment

Will this textbook(s)/material(s) be used at all MJUSD high schools?

☐ Yes ☒ No

If no, why not? a donation from Ayn Rand Institute

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools?

☐ Yes ☒ No

If no, why not? a donation from Ayn Rand Institute

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable?

☒ Yes ☐ No

If yes, explain in detail: (Violence: How much? What kind? (guns, fighting, knives, swords, etc./Profanity: sexual expressions, inappropriate verbiage and/or innuendoes, etc.)

Some very brief sensual scenes in similar spirit of Orwell's 1984 and Huxley's Brave new World. The act of sex is a metaphor for rebellion against the state. Scenes are tasteful and age appropriate.

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List Major Content Standard(s) Covered:

Text aligns with movement toward Common Core Standards.

Current standards covered:

Grade 12: Literary response and analysis 3.2, 3.8, 3.9

Example:

Reading/Language Arts -

Gr. 9: Literary Response and Analysis: 3.3, 3.6, 3.10
Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

Grade 12: Principles of American Democracy: 12.1 - #1, #2, #6
Principles of Economics: 12.2 - #2, #3, #8, #10

Prerequisites/Guidance Information:

Graduation Requirement:

☐ Yes

☒ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length _____ Credits _____

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s): *Ayn Rand is a novelist of gigantic proportions in terms of literary merit and philosophy/ideology.*

I hereby verify the textbook(s)/material(s):

- meets the legal compliance requirements of Education Code Sections 60040-60047,
- supports MJUSD standards for this course, and
- meets the intent of Board Policy 6205.

Department Chairperson:

Shayna Bushnet

11-26-12

Principal Approval:

[Signature]

12-10-12

Date

Approval:

[Signature]
Lennie Tate, Executive Director of Educational Services

Date

☒ Approved

☐ Denied

7/14/05
revised 3/28/05

AGREEMENT

This Agreement is entered into between The CSU, Chico Research Foundation, California State University, Chico, ("Foundation"), acting as lead agency for the Sierra Cascade Nutrition and Activity Consortium ("SCNAC"), and Marysville Joint Unified School District ("MARYSVILLE JUSD") and "Contractor" interchangeably, as follows:

Foundation, on behalf of SCNAC, has entered into Agreement No. 10-10044 ("the master agreement") with the California Department of Public Health ("CDPH") – California Nutrition Network ("Network") awarding U.S. Department of Agriculture ("USDA") Supplemental Nutrition Assistance Program – Education ("SNAP-ED") funds to carry out the Nutrition Education and Physical Activity program described in SCNAC's proposal for funding. In connection with Foundation's performance of its obligations under the master agreement, Foundation desires to engage Contractor to provide SCNAC with the services of a part time Wellness Coordinator, as more particularly described in the attached Exhibit "A". Contractor desires to perform on behalf of Foundation said services and accepts engagement by Foundation on the terms and conditions set forth below.

In consideration of the foregoing facts, the recital of which is incorporated in the Agreement of the parties set forth below as though fully set forth therein, and of the mutual conditions, covenants, and promises set forth below, the parties agree as follows:

1. ENGAGEMENT

Foundation engages Contractor and Contractor accepts engagement by Foundation to provide SCNAC with the services of a part time Wellness Coordinator, as more particularly described in the attached Exhibit "A". Contractor agrees to undertake, perform, and complete said services in a thoroughly good and professional manner. In performing said services for Foundation, Contractor acknowledges that said services are being provided in order to enable Foundation to fulfill its obligations under the master agreement.

2. COMPENSATION

As and for compensation for performance by Contractor of said services, Foundation shall pay to Contractor the amounts set forth in the attached Exhibit "B," which amounts shall be paid in the manner described in the attached Exhibit "B." The maximum amount of funding awarded under this Agreement is twenty-thousand six hundred seventy two dollars (\$20,672)

3. TERM

The term of this Agreement shall commence on October 1, 2012 and end on September 30, 2013, unless sooner terminated as set forth hereinafter.

4. TERMINATION FOR CAUSE

- A. With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include, but not be limited to: failure to comply with the terms or to perform the requirements of this Agreement; and any act exposing the other party to liability for personal injury, property damage, or violation of law. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights nor a waiver of any subsequent breach.

- B. In the event of termination for cause by Foundation, Foundation shall be relieved of any further payments to Contractor and Foundation may proceed with the work in any manner deemed proper by Foundation. All costs to Foundation shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- C. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Should any such event arise during the term of this agreement, the party whose performance is prevented or delayed shall give written notice of such event within a reasonable time after becoming knowledgeable of such event and will advise the other party as reasonably as possible of the anticipated duration of such event.

5. TERMINATION WITHOUT CAUSE

This Agreement may be terminated at any time by either party in writing with thirty (30) calendar days advance notice. In the event of such termination, Contractor shall provide to Foundation all required programmatic, financial, and property reports, and final payment shall be made to Contractor for performance and costs authorized up to the date of termination upon receipt of Contractor's final invoice. Contractor and Foundation shall deal each with the other in good faith during the period after notice is given.

6. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Foundation. Contractor assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for Contractor's protection in connection with work under this Agreement and as required by law, including workers' compensation insurance.

7. CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES

- A. Contractor represents that Contractor has the qualifications and ability to perform its duties and responsibilities under this Agreement in a thoroughly, good and professional manner, without the advice, control or supervision of Foundation. Performance of duties and responsibilities in a thoroughly, good and professional manner includes, but is not limited to, meeting those requirements of the master contract that apply to Contractor and failure to do so shall constitute a material breach of this agreement.
- B. Contractor agrees to indemnify, defend, and hold harmless Foundation, and its officers, directors, members, employees and agents from any and all injuries, property damage, or other claims and losses resulting from the activities of Contractor or Contractor's employees, agents or subcontractor in performance of this agreement, including any losses or claims made by Contractor's employees or agents. In addition, Contractor agrees to pay attorney's fees and other legal expenses.
- C. Contractor shall and does hereby indemnify, defend and hold harmless Foundation, and Foundation's officers, directors, members, employees and agents from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties, and reasonable attorneys' fees and costs, that Foundation may incur or suffer and that arise, result from or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this agreement.

- D. Contractor agrees to maintain a policy of insurance in the minimum amount of one million dollars (\$1,000,000) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of this Agreement. Such policy shall be with such company and in such form as shall be reasonably acceptable to Foundation and shall name Foundation as additional insured thereof. Such policy shall contain a rider requiring the issuer to provide Foundation with thirty (30) days advance notice of any termination or other change in the terms and condition of the policy.

8. ACCOUNTING

Contractor hereby certifies that its accounting system is in accordance with Generally Accepted Accounting Principles and practices, consistently applied, and capable of identifying all eligible and ineligible costs associated with this Agreement.

9. RECORD ESTABLISHMENT AND ACCESS

- A. Contractor agrees that Foundation and/or CDPH and/or USDA, or their designee, shall have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide Foundation and/or CDPH and/or USDA or their designee with any relevant information requested and shall permit Foundation and/or CDPH and/or USDA or their designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the performance and cost of administering this Agreement.
- B. Upon inspection, Contractor shall promptly implement any corrective measures required by Foundation and/or CDPH and/or USDA regarding the requirements of this Paragraph. Failure of Contractor to implement required corrective measures may result in immediate termination of this Agreement or any subsequent agreement between Foundation and Contractor related to the Nutrition Education and Physical Activity program.
- C. Contractor shall keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement. Each source of Funds must be accounted for separately. No co-mingling of funds shall be allowed. Contractor shall retain all records pertaining to performance of this Agreement for the period specified by OMB Circular A-110, Paragraph .53 ("Retention and access requirements for records") as applicable. Contractor agrees to maintain time and effort records by employees for determination of time charged to this agreement, as specified in OMB Circulars A-21, A-87, and A-122, whichever applies.

10. DISALLOWANCES AND DENIALS

Should an audit by Contractor's independent auditor, by Foundation or its designee, by CDPH or its designee, or by USDA or any United States government official, result in a disallowance of funds previously disbursed to Contractor, Contractor shall reimburse all disallowed funds to Foundation within thirty (30) calendar days following receipt of the demand for reimbursement by Foundation. Similarly, in the event that CDPH and/or USDA denies reimbursement to Foundation of any payments or portion of payments made by Foundation to Contractor, and such denial is due to Contractor's failure to comply with the terms of this Agreement or the requirements of the Nutrition Education and Physical Activity program, Contractor shall repay to Foundation the amount of all such denied payments within thirty (30) calendar days following receipt of demand by Foundation. Foundation shall have the right to offset disallowed funds or

payments denied for reimbursement against monies owed to Contractor on future agreements.

11. ARBITRATION

Both parties agree that any controversy arising from this Agreement or its breach, which has not been resolved, shall be decided by neutral arbitration as provided by California law and both parties hereby waive any rights they may possess to have the dispute litigated in a court or jury trial. Arbitration shall be conducted under the California Code of Civil Procedure sections 1280, et seq. Hearings shall be held in Butte County, California. Three arbitrators shall be appointed as follows:

- A. Within ten days after notice by either party to the other requesting arbitration and stating the basis of the claim, each party shall appoint one arbitrator. Notice of the appointment shall be given by each party to the other when made.
- B. The two arbitrators shall promptly choose a third arbitrator to act with them. If a party fails to select an arbitrator within the time allowed, or if the two arbitrators fail to select a third arbitrator within ten days after their appointment, on application by either party the additional arbitrator shall be promptly appointed by the presiding judge of the Superior Court of the State of California in and for the County of Butte, acting as an individual. The party making the application shall give the other party ten days notice of the application.

If either party refuses to submit to arbitration, they may be compelled to arbitrate under the authority of the California code of Civil Procedure.

12. NOTICE

All notices shall be given in writing either by personal service or by registered or certified mail, postage prepaid, or by facsimile transmission with a confirmation copy delivered by mail, as follows:

To Foundation:

Carol Sager, Director
Office of Sponsored Programs
The CSU, Chico Research Foundation
California State University
Chico, CA 95929-0870
Telephone: (530) 898-5700
Fax: (530) 898-6804
Email: casager@csuchico.edu

To Contractor:

Gay Todd
Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Telephone (530) 749-6136
Fax: (530) 741-7829
Email: gtodd@mjusd.k12.ca.us

Notice shall be considered given three days after mailing. If any party gives notice of a change of name or address, notice to that party shall thereafter be given as shown in said notice of change of name or address.

13. COMMENCEMENT OF WORK

This agreement is not effective until executed by both Contractor and Foundation. Upon full execution of this Agreement, however, costs of work performed within the term of this Agreement as set forth in Article 3 and performed in compliance with the other terms and conditions of this Agreement, including work performed prior to full execution of this Agreement, shall be reimbursed as set forth in Exhibit B.

14. TERMS OF THIS AGREEMENT

This is the entire agreement of the parties and cannot be modified orally. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force. This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

15. NO AUTHORITY TO BIND FOUNDATION OR TO ASSIGN

Contractor has no authority to enter into agreements on behalf of Foundation. Contractor is not authorized to act for Foundation in any way. This Agreement is not assignable by Contractor, either in whole or in part, without an amendment to this Agreement.

16. TIMELINESS

Time is of the essence in this Agreement.

17. CHOICE OF LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

18. FORCE MAJEURE

Neither Contractor nor Foundation shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other causes beyond the reasonable control of Contractor or Foundation. Should any such event arise during the term of this agreement, the party whose performance is prevented or delayed shall give written notice of such event within a reasonable time after becoming knowledgeable of such event and will advise the other party as reasonably as possible of the anticipated duration of such event.

19. FEDERAL FUNDING

This Agreement is funded under the federal program entitled "State Administrative Matching Grants for the Supplemental Nutrition Assistance Program," Catalog of Federal Domestic Assistance (CFDA) number 10.561.

This Agreement is valid and enforceable only if sufficient USDA Funds are made available to CDPH by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Executive Branch, any statute enacted by the Congress, or any order, rule, or regulation issued by the Executive Branch, which may affect the provisions, terms or funding of this Agreement in any manner.

20. CERTIFICATION REGARDING DEBARMENT (LOWER TIER COVERED TRANSACTION)

- A. By signing this Agreement, Contractor certifies to the best of its knowledge and belief that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Where Contractor is unable to certify to any of the statements in this paragraph, Contractor shall attach an explanation to this Agreement.

21. NON-DISCRIMINATION

Contractor shall comply with the provisions contained in Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (29 CFR part 3).

22. FACILITY CONSTRUCTION OR REPAIR

When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts:

- A. Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by Department of Labor regulations (29 CFR, Part 3).
- B. Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- C. Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

23. OTHER COMPLIANCE

For contracts of amounts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. CERTIFICATION REGARDING LOBBYING

Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. CDPH SPECIAL TERMS AND CONDITIONS

Contractor acknowledges receipt of a copy of Exhibit D(F) "Special Terms and Conditions," dated 9/09, to the master agreement between CDPH and Foundation and agrees to comply with all provisions, terms and conditions specified therein and applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

26. CDPH SPECIAL TERMS AND CONDITIONS

Contractor acknowledges receipt of a copy of Exhibit E "Additional Provisions" to the master agreement between CDPH and Foundation and agrees to comply with all provisions, terms and conditions specified therein and applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

27. CDPH TRAVEL REIMBURSEMENT INFORMATION

Contractor acknowledges receipt of a copy of Exhibit G "Travel Reimbursement Information," dated 01/10, to the master agreement between CDPH and Foundation and agrees to comply with all provisions, terms and conditions specified therein and applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

28. CDPH INFORMATION PRIVACY AND SECURITY REQUIREMENTS

Contractor acknowledges receipt of a copy of Exhibit H "Information Privacy and Security Requirements," dated 2/10, to the master agreement between CDPH and Foundation and agrees to comply with all provisions, terms and conditions specified therein and applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

29. CDPH COMPUTER AND MOBILE DEVICE IT SECURITY POLICY

Contractor acknowledges receipt of a copy of CDPH Program Letter (PL) 12-01 dated January 20, 2012 regarding "State Computer and Mobile Information Technology (IT) Device Security Policy" and CDPH Health Administrative Manual (HAM) Section 6-1010 referenced therein, and agrees to comply with all provisions, terms and conditions specified therein and applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

30. USDA SNAP-ED AND CDPH NETWORK GUIDANCE

Program guidance is available to Contractor as follows:

USDA SNAP-ED Plan Guidance located at
<http://www.cdph.ca.gov/programs/cpns/Documents/Network-SNAP-EdGuidance-2009-01.pdf>;

CDPH Network Local Incentive Award Program Guidelines located at
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>; and
Program letters located at
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>

Contractor agrees to comply with all provisions, terms and conditions specified in the program guidance as applicable to Contractor, identified as "subcontractor" or "subgrantee" or "consultant" therein.

In witness whereof, this Agreement is executed by the parties hereto:

Marysville Joint Unified School District

The CSU, Chico Research Foundation

By: _____

By: _____

Gay Todd, Superintendent
Name and Title of Signatory

Carol Sager, Director, Office of Research
and Sponsored Programs

Date: 1/22/13

Date: _____

Exhibit A
Services

Contractor will provide nutrition education for low-income pre-school children (3-5 years) and school-aged children (5 – 18 years), parents, and teachers and oversee the use of nutrition education materials and cooking equipment as well as food tastings for school outreach events. Contractor will assist SCNAC in meeting the following Scope of Work goals and objectives:

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 2: Process: By September 30, 2013 a minimum of 3,025 impressions annually will occur for children, 3-5 years old, in SNAP-Ed eligible preschool and/or community settings via participation in nutrition and physical activity education programs.

Activities	Responsible Party	Evaluation	Timeframe
1. Provide at least 5 nutrition education lessons in a class setting with an average of 10-20 children per lesson reaching a total of at least 100 children, three-five years old, in a minimum of six SNAP-Ed eligible preschool and community sites. Lessons may include the use of story books with nutrition education messages, tastings, physical activity demonstrations, garden-focused nutrition education activities and cooking activities. Materials used for these lessons include the following: MyPlate for Preschoolers, Eat Smart. Play Hard, Dairy Council curricula and nutrition education materials, CATCH Early Childhood, HOTM, and other materials as listed on the Network Recommended Nutrition Educational Materials list.	Subcontractor	ATF with corresponding photos	10/2012 – 9/2013
2. Provide HOTM program to at least 325 children (unduplicated numbers), three-five years old, on a monthly basis nine months reaching a total of at least 2,925 children (impressions) annually at a minimum of six preschool and community sites. HOTM program includes distribution of newsletters and taste testing of HOTM fruits and/or vegetables. It is a priority of the HOTM program to purchase locally grown fruits and vegetables for a minimum of 50% of HOTM produce annually. The HOTM program connects children to healthy local produce and local farmers in their communities.	Subcontractor	ATF	10/2012 – 9/2013

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 3: Process: By September 30, 2013, a minimum of 47,249 impressions will occur annually for children, five to 18 years old, in SNAP-Ed eligible schools and/ or community settings via participation in nutrition and physical activity education programs.

Activities	Responsible Party	Evaluation	Timeframe
1) Provide at least 5 nutrition education lessons in a class setting with an average of 25-32 children per lesson reaching a total of at least 125 children, five to 18 years old, in a minimum of six SNAP-Ed eligible school, after school, and community sites. Lessons may include the use of story books with nutrition education messages, tastings and physical activity demonstrations. Materials used for these lessons include the following: USDA –MyPlate, MyPlate for Kids, Eat Smart. Play Hard, Team Nutrition, the , Dairy Council curricula and nutrition education materials, <i>PowerPlay!</i> , CATCH, HOTM, and other materials as listed on the Network Recommended Nutrition Educational Materials list.	Subcontractor	ATF with corresponding photos	10/2012–9/2013
2) Provide HOTM program to at least 2,618 children (unduplicated numbers), five to 18 years old, on a monthly basis for nine months reaching a total of at least 23,562 children (impressions) annually at a minimum of eight school and community sites. HOTM program includes distribution of newsletters and taste testing of HOTM fruits and/or vegetables. It is a priority of the HOTM program to purchase locally grown fruits and vegetables for a minimum of 50% of HOTM produce annually. The HOTM program connects children to healthy local produce and local farmers in their communities.	Subcontractor	ATF	10/2012 – 9/2013

10) Monthly, distribute age appropriate nutrition education and physical activity lesson and/or promotion materials that address issues and concerns of five to 18 year old children reaching a total of at least 2,618 children (totaling 23,562 impressions for nine months) in a minimum of eight SNAP-Ed eligible school and community sites. Materials may include curricula, lesson ideas, books, activity sheets, posters, informational boards and/or displays, DVDs, and CDs. All modified or newly developed materials will be submitted to the Network Program Manager for review prior to printing and dissemination.	Subcontractor	ATF	10/2012 – 9/2013
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GOAL 1: SNAP-Ed eligible families (\leq 185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 4: Process: By September 30, 2013, a minimum of 2,943 impressions will occur annually for parents and adults in SNAP-Ed eligible schools and/ or community settings via information provided and/or participation in nutrition and physical activity education programs.

Activities	Responsible Party	Evaluation	Timeframe
3) Monthly, distribute nutrition education and physical activity flyers and/or brochures that address issues and concerns of parents and adults and/or their children, reaching a total of at least 2,943 adults (impressions) in a minimum of eight SNAP-Ed eligible school, after school, and community sites. Information may include recipe ideas, promotional information, and other educational letters to encourage healthy behaviors. Network HOTM family newsletters included.	Subcontractor	ATF, sample of flyers and/or brochures	10/2012 – 9/2013

Contractor agrees to cooperate with Foundation in the collection of data related to program monitoring in the manner, format, and timeline prescribed by CDPH. Data shall include demographic description of the population served; event announcements, number of attendees, and number and type of nutrition education reinforcement items distributed; and a checklist of nutrition education activities implemented in classroom, school and community based settings. Contractor shall provide the information in connection with contractor's services as described for Foundation to submit semi-annual progress reports to CDPH on or before April 10, 2013 and October 10, 2013.

Foundation and Contractor agree that the Wellness Coordinator is the key personnel for the performance of Contractor's services, and Contractor shall not substitute other personnel therefore without written approval of Foundation.

Exhibit B
Budget and Payment Provisions

Contractor shall be compensated as follows, subject to the following terms and conditions:

1. BUDGET

- A. The Agreement amount of \$20,672 shall constitute the maximum liability of Foundation to reimburse Contractor under this Agreement as specified in the Budget that constitutes Attachment 1 of this Exhibit.
- B. The consideration to be paid Contractor as specified in Attachment 1 of this Exhibit, shall be compensation for all of the Contractor's reimbursable expenses pursuant to this Agreement. Contractor shall not receive additional compensation for reimbursement of costs not identified in the Budget, and shall not decrease the work to compensate therefore.
- C. Contractor shall be required to report deviations from the Budget and shall be required to request prior approval by Foundation of a revision to the Budget for any of the following reasons:
 - 1) Expenditures that vary or are expected to vary from the budgeted amounts;
 - 2) Expenditures of funds for any item of cost for which no funds were budgeted.

Foundation's approval of a revision to Contractor's Budget shall be in the form of an amendment to this Agreement.

2. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, including Contractor's fulfillment of its programmatic reporting requirements, and upon Foundation's receipt and approval of an invoice, Foundation agrees to compensate Contractor for actual expenditures incurred in accordance with the Budget that constitutes Attachment 1 of this Exhibit.
- B. Contractor shall submit quarterly, in arrears, an invoice to Foundation of costs incurred pursuant to this Agreement. Contractor's invoice must itemize costs for the quarter in the same or greater level of detail as presented in the Budget. Quarterly invoices shall be submitted no later than 30 days after the end of the quarter. Foundation shall recoup funds paid to Contractor in the event that Foundation's invoice to CDPH is delinquent due to Contractor's failure to invoice timely and CDPH does not honor Foundation's delinquent invoice.
- C. Foundation agrees to make payment as promptly as fiscal procedures permit, upon receipt of an invoice, subject to approval by Foundation, and contingent upon satisfactory completion of the terms of this Agreement.
- D. All funds shall be used solely for the purpose of performing the work set forth in Exhibit A. Foundation and CDPH and USDA shall have final determination of allowable and reimbursable costs under this Agreement.

- E. Foundation may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written Foundation approval of an alternate invoice submission deadline. Written Foundation approval shall be sought from Foundation contract analyst prior to the expiration or termination date of this agreement.

3. OTHER COSTS

- A. Foundation will provide Contractor with the following supplies and materials as may be necessary for Contractor to perform its services: Foods and disposable serving items for taste testing; nutrition education curriculum supplies; and nutrition education reinforcement items. Contractor will advise SCNAC staff Cindy Wolff or Susan Van Horn of the supplies and materials Contractor may need.
- B. Contractor will not purchase any item of supplies or materials unless (1) Contractor has advised SCNAC prior to purchase of the immediate need for such item, the reason Contractor cannot wait for Foundation to provide the item, and the purchase price of the item and (2) Contractor has received prior to purchase written approval by SCNAC staff Cindy Wolff or Susan Van Horn. Contractor shall be reimbursed only upon submission to SCNAC of the original, itemized receipt or paid invoice for said purchase and a copy of said written pre-approval by SCNAC. Foundation shall make the final decision as to whether any item of supplies or materials is an allowable expenditure under the master agreement with CDPH and/or under USDA guidelines.

Exhibit B
Attachment 1
Budget

Expense Category

Personnel	
Wellness Coordinator, Lori Rainwater (.1518 FTE)	\$17,404
Fringe Benefits	
Wellness Coordinator, Rainwater (@ approx 12%)	\$ 2,085
Indirect Costs (6.07% of Direct Costs)	<u>\$ 1,183</u>
Total subcontract costs	\$ 20,672

22

A Professional Learning Proposal

PEARSON

offered by the Teacher Education and Development Group

1900 East Lake Avenue
Glenview, IL 60025
Telephone: 800-348-4474
www.PearsonSchool.com

Proposal valid through March 10, 2013

December 10, 2012

To: Lennie Tate
Executive Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

We are pleased to provide you with the attached proposal for Pearson's implementation of professional development services during the upcoming academic school year.

Pearson knows the key to successful academic achievement in schools is driven by improved teaching in the classroom. Drawing on more than a quarter of a century of quality research and professional development experience, Pearson provides an unparalleled collection of K-12 teacher educational programs. Pearson offers a new approach to professional development by fusing a unique research-based learning model with innovative technology. This combination creates a solid foundation of teacher practices fully capable of supporting successful student learning while driving towards district attainment of federal and state mandates.

We are very enthusiastic about this opportunity to work with you, and we look forward to our partnership in building a district-wide program for improved instruction.

Please contact me for any questions you have or needs for clarification.

Tony McGuiness
Office: (310)-874-9769
Fax: 951-926-0906
tony.mcguiness@pearson.com

Submit Purchase Order to: NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714
pdk12orders@pearson.com

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Comprehensive Services Implementation

Pearson offers a comprehensive services implementation continuum to support an effective implementation of its products. Below, you will find an overview of possible face-to-face or online training and professional development services available to support an effective implementation.

This Collaborative Discussion between The District and your Pearson representative are aimed at assessing your training and professional development needs.

Objectives for Planning for Results include:

- Identifying goals and objectives for improving instruction and learning
- Identifying the current instructional practices, which will serve as a building block for attaining district goals
- Designing an appropriate training and professional development plan and delivery format

Professional Development

Pearson is committed to providing professional development offerings that are intended to change practice over time. Through multi-session courses, teachers gain a deeper understanding of content as well as research-based pedagogical approaches towards teaching. The goals of any implementation of instructional programs are:

1. Successful implementation of the program
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3. Analysis of data reports in order to improve instruction and increase student achievement; and
4. Professional reflection for continued professional growth and improved instructional practices.

Pearson is ready to provide a comprehensive plan of implementation services to ensure a rise in student achievement. In order for our service's programming to be successful, however, we need a commitment by the district for consistent and dedicated attendance and participation by all teachers, coaches, and school administrators. Pearson is also eager to evaluate its services programming through both qualitative (i.e., surveys) and quantitative data analysis (i.e., attendance/participation rates, analysis of district-level student data).

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Pearson Teacher Education and Development with SIOP®

Pearson is committed to providing professional development offerings that intend to change teacher practice over time. Through onsite training and consultation, online courses, and classroom follow-up, teachers gain a deeper understanding of content as well as research-based teaching approaches.

Pearson is pleased to offer this proposal for Enhancing Instruction for English Learners with the SIOP® Model. Based on the original SIOP Model developed by Drs. Echevarria, Short, and Vogt, this long-term program provides professional development and tailored onsite support for educators teaching English Learners (ELs). Pearson partners with you to build a sustainable sheltered instruction model to help all students, especially ELs, succeed and meet federal and state AYP requirements.

SIOP® Program Summary

The Enhancing Instruction for English Learners with the SIOP Model presents a well-articulated, practical model of sheltered instruction that can be implemented uniformly throughout the district across all content areas. Participants receive the training and support needed to effectively implement the SIOP Model to teach content to students who are also learning English. The program supports teachers in their content area, and can be coupled with follow-up sessions to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

The goal of the professional development program is for educators to gain an understanding of sheltered instruction using the SIOP Model, and how implementing SIOP can be effective for improving instruction for ELs and all students. Services can include onsite professional development, online learning, or a blended approach, and we have specific offerings for:

- Teachers
- Administrators
- Coaches

Services within the program ensure participants implement robust sheltered instruction lessons in their educational setting by: building collaborative sessions with fellow educators to reflect and improve sheltered instruction; observing Pearson's SIOP Service Consultants and being coached in techniques to improve lesson delivery and implementation; and gaining insight on how best to apply what was learned to their own educational setting.

The program also includes training coupled with consultation to further support consistency in implementing the model across schools within the district.

- Educators gain motivation and knowledge of how to teach the EL population.
- Participants get a deeper understanding of EL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge and feedback.
- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation, coaching or consultation with campus administrators.
- Services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, rate and review lessons. As a result, lesson plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Lesson Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

The Enhancing Instruction for English Learners with the SIOP Model is designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained ensures that we meet your expectations and deliver a cohesive model.

Overview of SIOP®

The Sheltered Instruction Observation Protocol Model (Echevarria, Vogt & Short, 2004) was developed to provide teachers of ELs with a well articulated, practical model of sheltered instruction. In 2005 Pearson acquired the SIOP Institute to deepen our professional development offerings and to support the needs of faculty and administrators in learning about and implementing this innovative teaching model. Based on the success of the SIOP Institute, Pearson worked with the authors to develop districting training in the SIOP Model. The SIOP Model is currently used in hundreds of schools across the U.S. as well as in several other countries. The model facilitates high quality instruction for ELs in content area teaching. While the SIOP Model was developed specifically to ensure quality instruction for ELs, it has been shown to be effective in addressing the needs of all students.

Research

The SIOP Model offers a research-based approach to sheltered lesson planning and implementation that has proven effective with ELs throughout the United States. The model was developed in a seven year national research project (1996-2003) sponsored by the Center for Research on Education, Diversity & Excellence (CREDE). Through literature review and with the collaboration of practicing teachers, researchers identified features of instruction present in high-quality sheltered lessons to generate the SIOP Model. The model was refined over multiple years of field testing and consists of eight components and 30 features that are explained in the book, *Making Content Comprehensible for English Learners: The SIOP Model* (Echevarria, Vogt & Short, 2007).

The SIOP Model has been shown to be a valid and reliable measure of sheltered instruction (Guarino, Echevarria, Short, Schick, Forbes, & Rueda, 2001). Early research indicates the SIOP Model approach is effective for learners at all grade levels across subject areas. In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. Critical features of high quality instruction for ELs are embedded within the SIOP Model. The Center for Applied Linguistics is currently conducting further research in secondary schools. This ongoing project is facilitating professional development on the SIOP Model and examining the effect of SIOP-based instruction on student achievement in core content areas such as math, science, social studies, and English language arts.

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SIOP Services				
Units	Services	Participants	Service Days	Price

1	SIOP Training for Teachers (3-days) (30 participant maximum) <i>This workshop is designed for those wanting to learn the SIOP Model and its effectiveness in assisting educators in working with English Language Learners. Participants will receive an in-depth introduction to the content as well as practice in each of the eight components of the model. Teachers will receive a brief introduction to lesson planning for the SIOP Model.</i>	30	3	\$15,000.00
	SIOP Training for Teachers - K-12 Focus	Participants	30	

Implementation Timeframe SIOP Training for Teachers January 14,15, 16, 2013

SIOP Training for Teachers January 14,15,16, 2013

SIOP Materials and Services	\$	15,000.00
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Please submit PO for \$15,000.00

NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714

TOTAL COST OF IMPLEMENTATION	\$	15,000.00
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This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson Education at its offices. Not responsible for typographical or other errors. Pearson Education's standard licensing terms and conditions will apply to any order. Dates are not guaranteed unless a valid PO or signed contract is received by Pearson.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Ray Todd

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NCS Pearson, Inc ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement", set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

1. SERVICES. Customer agrees to purchase, and Pearson agrees to furnish in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

2. PROJECT MANAGER. Each party shall designate one of its employees or consultants to serve as Project manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

3. CUSTOMER RESPONSIBILITIES. Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. FEES. Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

5. TERM; TERMINATION. This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Section 6, 7 and 8 shall survive the termination of this Agreement.

6. OWNERSHIP RIGHTS. If Pearson provides customer with any documentation manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. The extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. WARRANTIES; LIMITATIONS. Pearson warrants the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY Pearson WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. Pearson MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Pearson DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. LIMITATION OF LIABILITY. Pearson shall not be liable for any special, exemplary, incidental, or consequential damages, or lost profits, lost savings lost funding, or loss of business or data, arising from this agreement or the provisions of the services and materials pursuant thereto, even if Pearson has been advised of the possibility of such damages or they are foreseeable. In any event, in respect of any claim, demand or action arising from this agreement against Pearson, whether based in contract, tort or otherwise, customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by customer for the applicable services or materials on which the claim is based.

9. FORCE MAJEURE. In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

10. GOVERNING LAW. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.

11. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

12. ASSIGNMENT; SUBCONTRACTING. Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer

13. ENTIRE AGREEMENT. This Agreement, together with the Proposal, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.

27

A Professional Learning Proposal

PEARSON

offered by the Teacher Education and Development Group

1900 East Lake Avenue
Glenview, IL 60025
Telephone: 800-348-4474
www.PearsonSchool.com

Proposal valid through March 10, 2013

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Tony McGuinness
Office: (310) 874-9769
Fax: 951-926-0906
tony.mcguinness@pearson.com

Submit Purchase Order to: NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714
pd12orders@pearson.com

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Pearson Teacher Education and Development with SIOP®

Pearson is committed to providing professional development offerings that intend to change teacher practice over time. Through onsite training and consultation, online courses, and classroom follow-up, teachers gain a deeper understanding of content as well as research-based teaching approaches.

Pearson is pleased to offer this proposal for Enhancing Instruction for English Learners with the SIOP® Model. Based on the original SIOP Model developed by Drs. Echevarria, Short, and Vogt, this long-term program provides professional development and tailored onsite support for educators teaching English Learners (ELs). Pearson partners with you to build a sustainable sheltered instruction model to help all students, especially ELs, succeed and meet federal and state AYP requirements.

SIOP® Program Summary

The Enhancing Instruction for English Learners with the SIOP Model presents a well-articulated, practical model of sheltered instruction that can be implemented uniformly throughout the district across all content areas. Participants receive the training and support needed to effectively implement the SIOP Model to teach content to students who are also learning English. The program supports teachers in their content area, and can be coupled with follow-up sessions to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

The goal of the professional development program is for educators to gain an understanding of sheltered instruction using the SIOP Model, and how implementing SIOP can be effective for improving instruction for ELs and all students. Services can include onsite professional development, online learning, or a blended approach, and we have specific offerings for:

- Teachers
- Administrators
- Coaches

Services within the program ensure participants implement robust sheltered instruction lessons in their educational setting by: building collaborative sessions with fellow educators to reflect and improve sheltered instruction; observing Pearson's SIOP Service Consultants and being coached in techniques to improve lesson delivery and implementation; and gaining insight on how best to apply what was learned to their own educational setting.

The program also includes training coupled with consultation to further support consistency in implementing the model across schools within the district.

- Educators gain motivation and knowledge of how to teach the EL population.
- Participants get a deeper understanding of EL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge and feedback.
- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation, coaching or consultation with campus administrators.
- Services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, rate and review lessons. As a result, lesson plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Lesson Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

The Enhancing Instruction for English Learners with the SIOP Model is designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained ensures that we meet your expectations and deliver a cohesive model.

Overview of SIOP®

The Sheltered Instruction Observation Protocol Model (Echevarria, Vogt & Short, 2004) was developed to provide teachers of ELs with a well articulated, practical model of sheltered instruction. In 2005 Pearson acquired the SIOP Institute to deepen our professional development offerings and to support the needs of faculty and administrators in learning about and implementing this innovative teaching model. Based on the success of the SIOP Institute, Pearson worked with the authors to develop districting training in the SIOP Model. The SIOP Model is currently used in hundreds of schools across the U.S. as well as in several other countries. The model facilitates high quality instruction for ELs in content area teaching. While the SIOP Model was developed specifically to ensure quality instruction for ELs, it has been shown to be effective in addressing the needs of all students.

Research

The SIOP Model offers a research-based approach to sheltered lesson planning and implementation that has proven effective with ELs throughout the United States. The model was developed in a seven year national research project (1996-2003) sponsored by the Center for Research on Education, Diversity & Excellence (CREDE). Through literature review and with the collaboration of practicing teachers, researchers identified features of instruction present in high-quality sheltered lessons to generate the SIOP Model. The model was refined over multiple years of field testing and consists of eight components and 30 features that are explained in the book, *Making Content Comprehensible for English Learners: The SIOP Model* (Echevarria, Vogt & Short, 2007).

The SIOP Model has been shown to be a valid and reliable measure of sheltered instruction (Guarino, Echevarria, Short, Schick, Forbes, & Rueda, 2001). Early research indicates the SIOP Model approach is effective for learners at all grade levels across subject areas. In a study examining the effects of the SIOP Model on student achievement, students whose teachers implemented the SIOP Model to a high degree in middle school classes outperformed those students in sheltered classes whose teachers were unfamiliar with the model. Critical features of high quality instruction for ELs are embedded within the SIOP Model. The Center for Applied Linguistics is currently conducting further research in secondary schools. This ongoing project is facilitating professional development on the SIOP Model and examining the effect of SIOP-based instruction on student achievement in core content areas such as math, science, social studies, and English language arts.

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SIOP Services				
Units	Services	Participants	Service Days	Price
1	SIOP Training for Teachers (3-days) (30 participant maximum) <i>This workshop is designed for those wanting to learn the SIOP Model and its effectiveness in assisting educators in working with English Language Learners. Participants will receive an in-depth introduction to the content as well as practice in each of the eight components of the model. Teachers will receive a brief introduction to lesson planning for the SIOP Model.</i>	30	3	\$15,000.00
	SIOP Training for Teachers - K-12 Focus	<i>Participants</i> 30		

Implementation Timeframe SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Materials and Services	\$	15,000.00
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Please submit PO for \$15,000.00

NCS Pearson, Inc.
 3075 W Ray Rd, MS 220
 Chandler, AZ 85226
 Phone: (888) 977-7900
 Fax: (480) 452-0714

TOTAL COST OF IMPLEMENTATION	\$	15,000.00
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This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson Education at its offices. Not responsible for typographical or other errors. Pearson Education's standard licensing terms and conditions will apply to any order. Dates are not guaranteed unless a valid PO or signed contract is received by Pearson.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Ray Todd

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NCS Pearson, Inc ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement", set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

1. SERVICES. Customer agrees to purchase, and Pearson agrees to furnish in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

2. PROJECT MANAGER. Each party shall designate one of its employees or consultants to serve as Project manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

3. CUSTOMER RESPONSIBILITIES. Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. FEES. Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

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Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. WARRANTIES; LIMITATIONS. Pearson warrants the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY Pearson WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. Pearson MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Pearson DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. LIMITATION OF LIABILITY. Pearson shall not be liable for any special, exemplary, incidental, or consequential damages, or lost profits, lost savings lost funding, or loss of business or data, arising from this agreement or the provisions of the services and materials pursuant thereto, even if Pearson has been advised of the possibility of such damages or they are foreseeable. In any event, in respect of any claim, demand or action arising from this agreement against Pearson, whether based in contract, tort or otherwise, customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by customer for the applicable services or materials on which the claim is based.

9. FORCE MAJEURE. In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

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A Professional Learning Proposal

PEARSON

offered by the Teacher Education and Development Group

1900 East Lake Avenue
Glenview, IL 60025
Telephone: 800-348-4474
www.PearsonSchool.com

Proposal valid through March 10, 2013

December 10, 2012

To: Lennie Tate
Executive Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

We are pleased to provide you with the attached proposal for Pearson's implementation of professional development services during the upcoming academic school year.

Pearson knows the key to successful academic achievement in schools is driven by improved teaching in the classroom. Drawing on more than a quarter of a century of quality research and professional development experience, Pearson provides an unparalleled collection of K-12 teacher educational programs. Pearson offers a new approach to professional development by fusing a unique research-based learning model with innovative technology. This combination creates a solid foundation of teacher practices fully capable of supporting successful student learning while driving towards district attainment of federal and state mandates.

We are very enthusiastic about this opportunity to work with you, and we look forward to our partnership in building a district-wide program for improved instruction.

Please contact me for any questions you have or needs for clarification.

Tony McGuiness
Office: (310)-874-9769
Fax: 951-926-0906
tony.mcguiness@pearson.com

Submit Purchase Order to: NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714
pdk12orders@pearson.com

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Comprehensive Services Implementation

Pearson offers a comprehensive services implementation continuum to support an effective implementation of its products. Below, you will find an overview of possible face-to-face or online training and professional development services available to support an effective implementation.

This Collaborative Discussion between The District and your Pearson representative are aimed at assessing your training and professional development needs.

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- Identifying goals and objectives for improving instruction and learning
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1. Successful implementation of the program
2. Fidelity of implementation in order to obtain the proven research-based results;
3. Analysis of data reports in order to improve instruction and increase student achievement; and
4. Professional reflection for continued professional growth and improved instructional practices.

Pearson is ready to provide a comprehensive plan of implementation services to ensure a rise in student achievement. In order for our service's programming to be successful, however, we need a commitment by the district for consistent and dedicated attendance and participation by all teachers, coaches, and school administrators. Pearson is also eager to evaluate its services programming through both qualitative (i.e., surveys) and quantitative data analysis (i.e., attendance/participation rates, analysis of district-level student data).

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	SIOP Training for Teachers - K-12 Focus	Participants	30	

Implementation Timeframe SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Materials and Services	\$	15,000.00
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Please submit PO for \$15,000.00

NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
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3. Analysis of data reports in order to improve instruction and increase student achievement; and
4. Professional reflection for continued professional growth and improved instructional practices.

Pearson is ready to provide a comprehensive plan of Implementation services to ensure a rise in student achievement. In order for our service's programming to be successful, however, we need a commitment by the district for consistent and dedicated attendance and participation by all teachers, coaches, and school administrators. Pearson is also eager to evaluate its services programming through both qualitative (i.e., surveys) and quantitative data analysis (i.e., attendance/participation rates, analysis of district-level student data).

Pearson Teacher Education and Development with SIOP®

Pearson is committed to providing professional development offerings that intend to change teacher practice over time. Through onsite training and consultation, online courses, and classroom follow-up, teachers gain a deeper understanding of content as well as research-based teaching approaches.

Pearson is pleased to offer this proposal for Enhancing Instruction for English Learners with the SIOP® Model. Based on the original SIOP Model developed by Drs. Echevarria, Short, and Vogt, this long-term program provides professional development and tailored onsite support for educators teaching English Learners (ELs). Pearson partners with you to build a sustainable sheltered instruction model to help all students, especially ELs, succeed and meet federal and state AYP requirements.

SIOP® Program Summary

The Enhancing Instruction for English Learners with the SIOP Model presents a well-articulated, practical model of sheltered instruction that can be implemented uniformly throughout the district across all content areas. Participants receive the training and support needed to effectively implement the SIOP Model to teach content to students who are also learning English. The program supports teachers in their content area, and can be coupled with follow-up sessions to deepen their understanding of the model and to teach how they can effectively use it to refine language objectives and lesson plans.

The goal of the professional development program is for educators to gain an understanding of sheltered instruction using the SIOP Model, and how implementing SIOP can be effective for improving instruction for ELs and all students. Services can include onsite professional development, online learning, or a blended approach, and we have specific offerings for:

- Teachers
- Administrators
- Coaches

Services within the program ensure participants implement robust sheltered instruction lessons in their educational setting by: building collaborative sessions with fellow educators to reflect and improve sheltered instruction; observing Pearson's SIOP Service Consultants and being coached in techniques to improve lesson delivery and implementation; and gaining insight on how best to apply what was learned to their own educational setting.

The program also includes training coupled with consultation to further support consistency in implementing the model across schools within the district.

- Educators gain motivation and knowledge of how to teach the EL population.
- Participants get a deeper understanding of EL issues and the research supporting the instructional approach to meet their needs.
- Educators gain a greater understanding of the eight components through the Component Enrichment service. Each component is explained in greater detail and additional interactive strategies are used to increase transfer of knowledge and feedback.
- Educators transfer knowledge into practice through Implementation Enrichment consisting of observation, coaching or consultation with campus administrators.
- Services within the program are designed to be more sustaining and support teachers in classroom implementation.
- Educators learn how to use the observation protocol to observe, rate and review lessons. As a result, lesson plans can be continuously improved to develop the most robust sheltered lesson for the classroom. Lesson Plans are often discussed and shared among teachers so curriculum area instruction can be improved.

The Enhancing Instruction for English Learners with the SIOP Model is designed to support educators with extensive follow-up options while building strong communication between Pearson staff and your staff. The feedback obtained ensures that we meet your expectations and deliver a cohesive model.

Overview of SIOP®

The Sheltered Instruction Observation Protocol Model (Echevarria, Vogt & Short, 2004) was developed to provide teachers of ELs with a well articulated, practical model of sheltered instruction. In 2005 Pearson acquired the SIOP Institute to deepen our professional development offerings and to support the needs of faculty and administrators in learning about and implementing this innovative teaching model. Based on the success of the SIOP Institute, Pearson worked with the authors to develop districting training in the SIOP Model. The SIOP Model is currently used in hundreds of schools across the U.S. as well as in several other countries. The model facilitates high quality instruction for ELs in content area teaching. While the SIOP Model was developed specifically to ensure quality instruction for ELs, it has been shown to be effective in addressing the needs of all students.

Research

The SIOP Model offers a research-based approach to sheltered lesson planning and implementation that has proven effective with ELs throughout the United States. The model was developed in a seven year national research project (1996-2003) sponsored by the Center for Research on Education, Diversity & Excellence (CREDE). Through literature review and with the collaboration of practicing teachers, researchers identified features of instruction present in high-quality sheltered lessons to generate the SIOP Model. The model was refined over multiple years of field testing and consists of eight components and 30 features that are explained in the book, *Making Content Comprehensible for English Learners: The SIOP Model* (Echevarria, Vogt & Short, 2007).

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SIOP Services				
Units	Services	Participants	Service Days	Price

1	SIOP Training for Teachers (3-days) (30 participant maximum) <i>This workshop is designed for those wanting to learn the SIOP Model and its effectiveness in assisting educators in working with English Language Learners. Participants will receive an in-depth introduction to the content as well as practice in each of the eight components of the model. Teachers will receive a brief introduction to lesson planning for the SIOP Model.</i>	30	3	\$15,000.00
	SIOP Training for Teachers - K-12 Focus	Participants	30	

Implementation Timeframe SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Materials and Services	\$	15,000.00
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Please submit PO for \$15,000.00

NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714

TOTAL COST OF IMPLEMENTATION	\$	15,000.00
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This is a price quotation for customer's convenience only and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson Education at its offices. Not responsible for typographical or other errors. Pearson Education's standard licensing terms and conditions will apply to any order. Dates are not guaranteed unless a valid PO or signed contract is received by Pearson.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Gay Todd

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NCS Pearson, Inc ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement", set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

1. SERVICES. Customer agrees to purchase, and Pearson agrees to furnish in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

2. PROJECT MANAGER. Each party shall designate one of its employees or consultants to serve as Project manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

3. CUSTOMER RESPONSIBILITIES. Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. FEES. Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

5. TERM; TERMINATION. This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Section 6, 7 and 8 shall survive the termination of this Agreement.

6. OWNERSHIP RIGHTS. If Pearson provides customer with any documentation manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. The extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. WARRANTIES; LIMITATIONS. Pearson warrants the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY Pearson WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. Pearson MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Pearson DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. LIMITATION OF LIABILITY. Pearson shall not be liable for any special, exemplary, incidental, or consequential damages, or lost profits, lost savings lost funding, or loss of business or data, arising from this agreement or the provisions of the services and materials pursuant thereto, even if Pearson has been advised of the possibility of such damages or they are foreseeable. In any event, in respect of any claim, demand or action arising from this agreement against Pearson, whether based in contract, tort or otherwise, customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by customer for the applicable services or materials on which the claim is based.

9. FORCE MAJEURE. In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

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R13-01589

A Professional Learning Proposal

PEARSON

offered by the Teacher Education and Development Group

1900 East Lake Avenue
Glenview, IL 60025
Telephone: 800-348-4474
www.PearsonSchool.com

Proposal valid through March 10, 2013

December 19, 2012

To: Lennie Tate
Executive Director
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

We are pleased to provide you with the attached proposal for Pearson's implementation of professional development services during the upcoming academic school year.

Pearson knows the key to successful academic achievement in schools is driven by improved teaching in the classroom. Drawing on more than a quarter of a century of quality research and professional development experience, Pearson provides an unparalleled collection of K-12 teacher educational programs. Pearson offers a new approach to professional development by fusing a unique research-based learning model with innovative technology. This combination creates a solid foundation of teacher practices fully capable of supporting successful student learning while driving towards district attainment of federal and state mandates.

We are very enthusiastic about this opportunity to work with you, and we look forward to our partnership in building a district-wide program for improved instruction.

Please contact me for any questions you have or needs for clarification.

Tony McGuiness
Office: (310) 874-9769
Fax: 951-926-0906
tony.mcguiness@pearson.com

Submit Purchase Order to: NCS Pearson, Inc.
3075 W Ray Rd, MS 220
Chandler, AZ 85226
Phone: (888) 977-7900
Fax: (480) 452-0714
pdk12orders@pearson.com

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Comprehensive Services Implementation

Pearson offers a comprehensive services implementation continuum to support an effective implementation of its products. Below, you will find an overview of possible face-to-face or online training and professional development services available to support an effective implementation.

This Collaborative Discussion between The District and your Pearson representative are aimed at assessing your training and professional development needs.

Objectives for Planning for Results include:

- Identifying goals and objectives for improving instruction and learning
- Identifying the current instructional practices, which will serve as a building block for attaining district goals
- Designing an appropriate training and professional development plan and delivery format

Professional Development

Pearson is committed to providing professional development offerings that are intended to change practice over time. Through multi-session courses, teachers gain a deeper understanding of content as well as research-based pedagogical approaches towards teaching. The goals of any implementation of instructional programs are:

1. Successful implementation of the program
2. Fidelity of implementation in order to obtain the proven research-based results;
3. Analysis of data reports in order to improve instruction and increase student achievement; and
4. Professional reflection for continued professional growth and improved instructional practices.

Pearson is ready to provide a comprehensive plan of implementation services to ensure a rise in student achievement. In order for our service's programming to be successful, however, we need a commitment by the district for consistent and dedicated attendance and participation by all teachers, coaches, and school administrators. Pearson is also eager to evaluate its services programming through both qualitative (i.e., surveys) and quantitative data analysis (i.e., attendance/participation rates, analysis of district-level student data).

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Units	Services	Participants	Service Days	Price

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Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

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1	SIOP Training for Teachers (3-days) (30 participant maximum)	30	3	\$15,000.00
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This workshop is designed for those wanting to learn the SIOP Model and its effectiveness in assisting educators in working with English Language Learners. Participants will receive an in-depth introduction to the content as well as practice in each of the eight components of the model. Teachers will receive a brief introduction to lesson planning for the SIOP Model.

SIOP Training for Teachers - K-12 Focus	Participants	30
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Implementation Timeframe SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Training for Teachers January 9, 10, 11, 2013

SIOP Materials and Services	\$ 15,000.00
------------------------------------	--------------

Please submit PO for \$15,000.00

NCS Pearson, Inc.
 3075 W Ray Rd, MS 220
 Chandler, AZ 85226
 Phone: (888) 977-7900
 Fax: (480) 452-0714

TOTAL COST OF IMPLEMENTATION	\$ 15,000.00
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All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties.

Ray Todd 12/20/12

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1174 Normandy Court
Yuba City, CA 95991
December 14, 2012

MJUSD
1919 B Street
Marysville, CA 95901

MJUSD
Personnel Dept.

DEC 14 2012

RECEIVED

[Handwritten signature]
12/14/12

Dear Mr. Carreon:

I would like to inform you that I will be retiring at the end of the 2012/2013 school year, effective June 13, 2013.

In addition, I would like to sign up for the Early Retirement Incentive Program, also effective on June 13, 2013.

Sincerely,

[Handwritten signature: Christine Conde]
Christine Conde

MJUSD
Personnel Dept.

DEC 03 2012

RECEIVED

From the Desk of



Donna Thayer

Ramiro Carreon
Assistant Superintendent, Personnel Services
Marysville Joint Unified School District

December 1, 2012

Dear Mr. Carreon:

Please accept my resignation as Lindhurst High School assistant principal effective December 4, 2012.

Thank you for the opportunity to work with the Lindhurst High School students and staff.

Regards,

Donna L. Thayer

1-1-13

To whom it may concern,

I resign my position with Marysville Joint Unified School District as of January 31st 2013. I am grateful for the many years of service and support that the district has graciously provided for me and my family.

Sincerely,



Eddie Simmons

MJUSD
Personnel Dept.

JAN 07 2013

RECEIVED

Memo

12/18/12

To: Marysville Joint Unified School District

From: Herbert F. Waff, OLIVETHURST SCHOOL

Date: 12-17-2012

Subject: Retirement Date

Effective close of business January 31, 2013,
I will resign my position as teacher at Olivehurst
School, Marysville Joint Unified School District and
retire, primarily due to health issues. My final full
work day will be January 31, 2013.

Respectfully Submitted,

Herbert F. Waff

MJUSD
Personnel Dept.

DEC 18 2012

RECEIVED

I, Jennifer Deering, herewith resign
my position at Marysville Joint Unified School
District

December 10, 2012 Jennifer Deering

MJUSD
Personnel Dept.

DEC 12 2012

December 10, 2012

Ramiro Carreon
Assistant Superintendent of Personnel
Marysville Joint Unified School District

RECEIVED

Mr. Carreon:

After much thought, I have decided to end my teaching career with the 2012-2013 school year, effective June 13, 2013. I have worked in Special Education since 1982, as assistant (1982-1990) and as teacher (1991-present day).

I have always been proud to be an employee of this school district and hope that my service has been of benefit to our students.

Sincerely,



Judy Sampley
Yuba Gardens

Vicky Mitchel

4135 Rose Avenue
Olivehurst, Ca
95961

530-415-4773

December 10, 2012

MJUSD
Child Development Program
1919 B Street
Marysville, Ca
95901

Kathy Woods,

Please accept this letter as my formal notice of resignation from the Marysville Joint Unified School District Child Development Program. My last day of work shall be December 14, 2012.

Sincerely,



Vicky Mitchel

MJUSD
Personnel Dept.

DEC 10 2012

RECEIVED

William O. Craig
1602 Jamie Drive
Yuba City, CA 95993

December 4, 2012

Mr. Ramiro Carreon
Assistant Superintendent
Director of Personnel
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MJUSD
Personnel Dept.
DEC 06 2012
RECEIVED

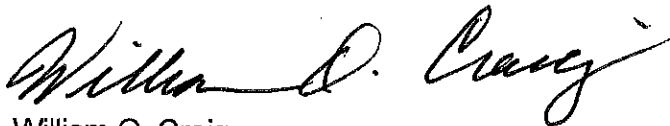
Dear Mr. Carreon:

I am writing to inform you that I am retiring from my position as a science teacher at Yuba Gardens School, effective after the last day of the 2012-2013 school year (currently planned for June 13, 2013).

I would like to participate in the Early Retirement Incentive Program that provides health benefits for each year up to age 65.

Over the course of my teaching career in this district I have been blessed with many acquaintances and friends; students as well as my co-workers. For these relationships I will always be thankful!

Sincerely,



William O. Craig
Science Teacher
Yuba Gardens School

cc: Kari Ylst
Principal, Yuba Gardens School

MJUSD
Personnel Dept.

DEC 14 2012

[Handwritten signature]
12/14/12

RECEIVED

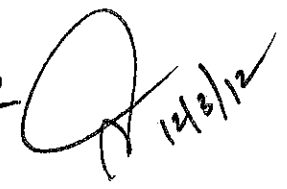
12-12-12

I Billie Ann Barnec am resigning my position from Olivehurst Elemntary as a Nutritional Assistant. I will be excepting the new position at Kynoch Elementary as Student Support. My last day of work for Olivehurst Elementary will be 01-13-13. Start date for Kynoch Elementary school will be 01-14-13.

Sincerely,

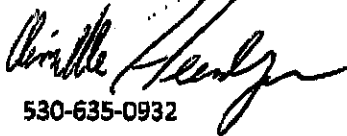
[Handwritten signature: Billie Ann Barnec]

Billie Ann Barnec

12/3/12  12/3/12

I, Aimelle Heinberger, am resigning my position of Student Support Specialist at Kynoch Elementary School as of January 1st.

Aimelle Heinberger


530-635-0932

MJUSD
Personnel Dept.

DEC 03 2012

RECEIVED

57



Bandon Inn, Inc.

"Overlooking Old Town to the Pacific"

12-26-12

MJUSD
Personnel Dept.
JAN 07 2013

RECEIVED

To whom it may concern:

I am giving notice that I will be retiring as of 12-30-12.

If there is any paperwork to be done with the District I will take care of it after Jan 15th as we are currently out of state.

This letter is a follow up to my earlier email.

Sincerely

Debi Johnson
Clerk II

If need be I can be reached on my cell (530) 218-2112.

58

355 Highway 101/P.O. Box 1409, Bandon, OR 97411

Reservations: 800-526-0209 • Bus: 541-347-4417 • Fax: 541-347-3616

e-mail: bandoninn@msn.com



Approved

www.bandoninn.com

12/18/12

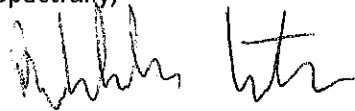
MJUSD
Personnel Dept.
DEC 18 2012

RECEIVED

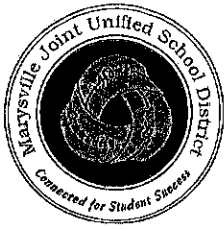
Dear Ms. Vette,

Please accept this letter as my resignation, effective January 11th, 2013. I appreciate the opportunity to work for the STARS program.

Respectfully,



Rebekah Lemstrom



Marysville Joint Unified School District

1919 B Street ~ Marysville, CA 95901

PH: 530 749-6174 FX: 530 741-3718

Victor C. López
1110 Bronco Drive
Plumas Lake, CA 95961
victor.lopez@lopezbros.com

MJUSD
Personnel Dept.

DEC 14 2012

RECEIVED

December 14, 2012

Ramiro Carreón
Assistant Superintendent of Personnel
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Subject: Resignation Letter

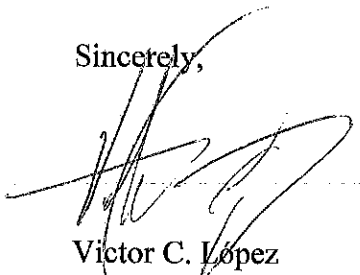
Mr. Carreón:

I would like to inform you that I am resigning from my position as Director of Construction for the Marysville Joint Unified School District, effective December 31, 2012.

I'd like to thank you and the District for the opportunities for professional and personal development that have been afforded to me during the last six years. I have enjoyed working for the District and appreciate the support provided during my tenure with the District.

If I can be of any help during the transition, please contact me at your convenience.

Sincerely,


Victor C. López
Director of Construction
Facilities Construction Management Department

CC: M. Allgire, G. Todd

60

Erika M. Rivera
1752 Dukes Court
Olivehurst, CA 95961
(530) 301-5393
emrivera89@yahoo.com

MJUSD
Personnel Dept.
JAN 10 2013



RECEIVED

Ramiro Carreón
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Carreón:

I would like to inform you that I am resigning from my position as Student Support Specialist for Ella Elementary School through the Marysville Joint Unified School District; effective January 25, 2013.

Thank you for the opportunities for professional and personal development that you have provided me during the last 5 years. I have enjoyed working for the Marysville Joint Unified School District, as well as the staff, students and parents. I appreciate the support that I have been provided, as well as the ability to be an important part of my community and the youth.

If I can be of any help during this transition, please let me know.

Sincerely,



Erika M. Rivera

Ashley Vette

Subject: Letter of Resignation

MJUSD
Personnel Dept.

JAN 10 2013

Sent: Thursday, January 10, 2013 12:55 PM

To: Ashley Vette

RECEIVED

From: Jami Rollins [<mailto:jrollins3@hotmail.com>]

Subject: Letter of Resignation

Thank you for the opportunity to work for the MJUSD STARS program. However, I have decided to further my education and will be starting the spring semester at Chico State. My last day of work will be Friday, January 18, 2013. Once again, thank you for the opportunity.

Jami Rollins

Sent from my iPhone

Received 1/10/13
Ashley Vette

(2)

DEC 19 2012

Personnel Services

RECEIVED

12/4/2012

My journey began as part time Parent Liaison in 2005. In the past seven years I have been a dedicated employee at Mary Covillaud School. My employment roles included: Parent Liaison, Outreach Consultant, Dropout Prevention, Student Support, Attendance Clerk and Literary Resource Technician. My volunteer duties included: President of Parent Teacher Community Organization (PTCO), Secretary of Site Council and active roll in the district Wellness Committee. I have met and worked with the most amazing people in our community within Marysville Joint Unified School District. I am very proud that I have not only been employed within a great work force in education, as well as enrolled my two children in the district.

I will however be taking a new path in employment after the New Year 2013. I am resigning as Student Support and Literary Resource Technician at Mary Covillaud School. I will be exiting the Marysville Joint Unified School District and not returning on January 14, 2013 to Covillaud School. I would like to thank the school district, especially principal of Covillaud School, Mr. Doug Escherman for allowing me to be a part of a wonderful staff at Mary Covillaud School.

Best regards,

Erin E. Schuy

MJUSD
Personnel Dept.
NOV 28 2012

RECEIVED

November 28, 2012

Judith E. Williams
P.O. Box 750
Brownsville, California 95919

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

Attn: Ramiro G. Carreon
Asst. Superintendent
Personnel Services

This is a letter of my intent to resign my position as Bus Driver for M.J.U.S.D. Transportation Department as of March 3, 2013. It has been a privilege for nearly 19 years to be a driver for this department. The time has come for me to enter a new phase of my life and pursue important new goals. The experience of being a school bus driver will never be regretted or forgotten. I learned great lessons in human nature from the students, the teachers, and the parents. What a ride!

Sincerely,

Judith E. Williams
Judith E. Williams

cc: Scott Lane
Transportation Director

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Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
 2012-2013

District: Marysville Joint Unified School District

Person completing this form: Ramiro G. Carreón Title: Asst. Superintendent

Quarterly Report Submission Date:
 (check one)

- ☐ October 2012-1st quarter-(7/1-9/30/12)
☒ January 2013-2nd quarter (10/1-12/31/12)
☐ April 2013-3rd quarter (1/1/13-3/31/13)
☐ July 2013-4th quarter (4/1/13-6/30/13)

Date for information to be reported publicly at governing board meeting: January 22, 2013

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 # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd
 Print Name of District Superintendent

Gay Todd
 Signature of District Superintendent

Jan. 11, 2013
 Date

65



Job Description
STARS
After School Program Support Specialist

Job Summary:

Under the general supervision of the grant coordinator and school principal, facilitates the function of the after school program. Assists in developing and implementing activities in the STARS after school program; works as liaison between the school staff, after school staff, and district office; coordinates the work of after school para-educators, while assisting in the supervision and evaluation of after school para-educators.

Essential Duties and Responsibilities:

1. The most essential function of this position is to coordinate a caring and safe environment in which students can learn and find success.
2. Uphold an environment that is educationally meaningful to students, parents, and school personnel.
3. Assist the school community and collaborate with school staff and related personnel to align regular day instruction to after school instruction/intervention.
4. Plan and implement effective and appropriate lesson plans in multiple subject areas including art, physical fitness, health promotion, music, career awareness, recreation and community service learning.
5. Work with students on behavioral issues by performing observations of them in classes during the school day and after school, on the playground, and engaging in discussions with them about the choices they are making that are distracting them from their learning. Perform mediations between students.
6. Perform mediations between students, families, and school personnel when necessary, as it pertains to success in the after school program.
7. Lead groups with students on issues such as bullying, choices, decision making, study skills, etc.
8. Prepare and disseminate calendars and information to students, parents, and school.
9. Perform duties of the STARS activity providers in that person's absence.
10. Train new employees and assist in professional development sessions.
11. Assist the grant coordinator with special projects, reports, audits, and program monitoring.
 - a. Maintain updated inventory of STARS equipment.
 - b. Maintain accurate student attendance records.
 - c. Ensure that all students receive a nutritious snack each day.

66

12. Maintain campus areas and classrooms that are used by STARS for safety, security, and cleanliness.
13. Effectively work with the STARS team, school site staff and administration to create and maintain a positive, efficient work environment.
14. Other duties as assigned to meet the needs of the After School Program

Requirements:

High School Diploma- College Degree preferred

Must be NCLB qualified- high school diploma **plus** and AA **or** 48 college level units **or** passage of the Adult Education Proficiency Exam

One year school site experience.

Ability To:

Communicate and work effectively with those contacted in the course of work, including administrators, teachers, staff, students, parents and the general public.

Understand and carryout oral and written instructions.

Plan lessons and establish objectives for student achievement.

Establish and maintain cooperative and effective working relationships with fellow employees, students, parents, families and adults.

Operate standard and modern office equipment, while being tech-savvy to efficient produce and analyze reports

Knowledge of:

Correct English usage, spelling, grammar, and punctuation.

Modern office methods and practices, including filing systems, telephone techniques, computer applications.

Desirable:

A strong sense that all students can succeed given the proper guidance and tools for success.

Familiar with State and local laws and regulations governing after school programs.

California State Standards and district adopted curriculum.

Public school district rules and regulations.

**AGREEMENT BETWEEN
THE COUNTY OF YUBA
AND
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
FOR THE EMPLOYMENT OF AN INTERVENTION COUNSELOR**

This Agreement is effective as of December 13, 2012 by and between the County of Yuba, on behalf of its Probation Department (hereafter "County") and Marysville Joint Unified School District (hereafter "District") for the purpose of providing Child Abuse Prevention and Intervention Counseling.

RECITALS

WHEREAS,

a. The primary objectives of the Yuba County Probation Department's Victim Services Program's Child Abuse Prevention, Intervention, and Treatment Project are to

1. Minimize the risks of child abuse and neglect through education and early intervention;
2. Maximize the options available through education, treatment resources and referrals for appropriate community services;
3. Assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students;
4. Involve parents, school and community in a collaborative effort of support for educational achievement by youth; and

b. The County is willing to employ a Clinical Social Worker through the Probation Department; and

c. The District is willing to pay for the costs incurred by the County for the employment of the Clinical Social Worker.

THEREFORE, County and District mutually agree as follows:

1. TERM:

Commencement Date: December 13, 2012

Termination Date: June 30, 2013

2. COUNTY SHALL:

- a. Employ one qualified Clinical Social Worker for six (6) months beginning January 1, 2013, and ending June 30, 2013. Qualifications, terms and conditions of such employment are incorporated in Section 6 below
- b. Provide clerical support for the position referenced in 2a.

3. THE DISTRICT SHALL:

- a. Provide office space for the Clinical Social Worker referenced in 2a above.
- b. Pay to the County the costs of this program in an amount not to exceed \$10,000.00.
- c. Provide school time and space for program service delivery.
- d. Designate personnel at Marysville High School for the referral of students for program participation.

4. SERVICES PROVIDED:

The Clinical Social Worker employed by County will provide prevention/intervention services to all students and parents of students at Marysville High School who are referred for program participation by the designated school administrators.

5. FISCAL PROVISION:

District agrees to reimburse County for the cost of services provided pursuant to this Agreement.

- a. The maximum reimbursement from District to County in accordance with this Agreement shall be Ten Thousand dollars (\$10,000.00).
- b. County shall submit requests for payment to District on a

quarterly basis, at a rate of \$40.00 per hour.

c. District will provide payment within thirty (30) days' of payment request.

6. GENERAL PROVIDSIONS:

a. This Agreement may be amended only by the written, mutual consent of both parties.

b. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of four (4) years after final payment under this Agreement. Therefore, the parties agree to retain such records for the recited four (4) year period.

c. District agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set for in the Injury and Illness Prevention Program.

d. District warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse.

e. District warrants that it is knowledgeable of the provisions of Government Code Section 8350 et seq. in matters relating to providing a drug-free work place.

f. The Clinical Social Worker who is the subject of this Agreement will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for this position will include those requirements established by the Yuba County Personnel Department along with those skills necessary to carry out the functions of the position and program service delivery components.

g. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Clinical Social Worker.

h. County and District will participate in an evaluation outcome

process to assess the effectiveness of the prevention/intervention program and make modifications as appropriate and/or desired.

7. **INDEMNITY.** District shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of District in the performance of services rendered under this Agreement by District, or any of District's officers, agents, employees, contractors, or subcontractors.

County shall defend, indemnify, and hold harmless District, its elected and appointed councils, boards, commissions, officer, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of County in the performance of services rendered under this Agreement by County, or any of County's officers, agents, employees, contractors, or subcontractors.

8. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neit

her party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

9. **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

10. **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

- a. a. Number and Gender: In this Agreement, the neuter gender includes the feminine and masculine and the singular includes the plural. The word "person" includes corporations,

partnerships, firms or associations, wherever the context so requires.

b. Mandatory and Permissive: "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

10. ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed as follows:

COUNTY OF YUBA

ATTEST:

By: _____
Chairman of the Board of Supervisors

DONNA STOTTLEMEYER
Clerk of the Board

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Jeff Boom
President of the Board of Trustees

And by: _____
Dr. Gay Todd, Superintendent

**AGREEMENT FOR THE PROVISION OF
LEGAL SERVICES**

**By
GIRARD & EDWARDS**

THIS AGREEMENT is made and entered into this 1st day of January 2013, by and between Marysville Joint Unified School District, hereinafter called "CLIENT," and GIRARD & EDWARDS hereinafter called "ATTORNEYS."

In consideration of the promises and the mutual agreements hereinafter contained, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
3. Represent the CLIENT before the courts, and other legal and administrative agencies;
4. Assist CLIENT in legal matter relating to administration of the CLIENT;
5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and
6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT's inquiries.

CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement.

This Agreement shall continue in effect thereafter at CLIENT's option, unless terminated in writing with at least 30 days advance notice.

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CLIENT agrees to pay ATTORNEYS their hourly rate of Two Hundred Fifty-Five Dollars (\$255) for Senior Partners, Two Hundred Forty-Five (\$245) for Partners, Two Hundred Thirty five Dollars (\$235) for Associates, One Hundred Thirty-Five Dollars (\$135) for paralegal/law clerk, and Eighty Five Dollars (\$85) for Administrative Assistant for legal services performed with no cap on the number of hours to be provided at this rate. CLIENT agrees that it will pay ATTORNEYS any increase in their hourly rates. CLIENT will be notified of increases in hourly rates 30 days in advance, either by letter or by a notation on the monthly bill from ATTORNEYS.

Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services including but not limited to costs of mileage, lodging and travel expenses (including travel time), serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporters' fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultants' fees and expert witness fees. In addition, CLIENT agrees to pay fifty cents (50¢) per page for copying and a dollar and fifty cents (\$1.50) per page for facsimile transmissions. Telephone calls will be billed at a minimum of .30 hours, E-mails will be billed at a minimum of .25 per hour. Fees and costs will be billed to the CLIENT as incurred by ATTORNEY on a monthly basis.

ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statements shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the work performed. CLIENT shall pay ATTORNEYS' statements within 30 days of each statement's date.

It is expressly understood and agreed to by both parties that ATTORNEYS, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the CLIENT. Nevertheless CLIENT agrees that it shall provide attorneys with a defense and indemnification for any and all acts undertaken by attorneys on CLIENTS behalf to the extent attorneys would be entitled to such indemnity and defense if attorneys were employed by CLIENT.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the provision of legal services.

Mark Allgire, Assistant Superintendent


DAVID W. GIRARD

Date: _____

Date: January 7, 2013

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