

## AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between the CSU, Chico Research Foundation, for work to be provided by Education for the Future Initiative (FOUNDATION) and Marysville Joint Unified School District (CLIENT) according to the following terms, conditions, and provisions:

**IDENTITY OF CLIENT:** Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Contact person: Lennie Tate  
Phone: 530.749.6902  
e-mail: ltate@mjud.k12.ca.us

**FOUNDATION:** The CSU, Chico Research Foundation  
c/o Patsy Schutz  
Education for the Future Initiative  
**Mailing Address:** 400 West First Street  
Chico, CA 95929-0230  
Phone: (530) 898-4482  
Fax: (530) 898-4484  
**Shipping Address:** 35 Main St., Ste 204  
Chico, CA 95928-5432

**WORKSCOPE:** CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:  
Two days of professional development workshops for Lindhurst High School on August 6-7, 2012, to be facilitated by Bradley Geise.

**SERVICE:** Date work is to begin August 2012  
and be completed August 2012

**SPECIFICATIONS:** Place work is to be performed: Marysville, CA  
FOUNDATION will furnish all equipment, tools, materials and supplies, except as follows:

Handout copies are to be provided by CLIENT. FOUNDATION will provide a computer version MASTER file for client to print. (In the event that CLIENT is unable provide copies and FOUNDATION provides copies for CLIENT, CLIENT agrees to pay \$.15 per copy for black and white, \$.95 per copy for color copies, plus shipping.)

If books are to be purchased, they may be purchased separately through a Purchase Order to publisher, Eye on Education, generated by CLIENT.

**TERMS OF PAYMENT:** Payment will be a fixed fee of \$2,500.00 CLIENT shall pay FOUNDATION according to the following terms and schedule:

The payment amount, before copies and shipping (if applicable), shall not exceed \$2,500.00. Prior to payment, FOUNDATION shall submit an invoice (containing name, address, amount of payment). Payment will be made upon completion of the workshops and receipt of invoice.

**INDEPENDENCE:** FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

**INSURANCE:** FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this agreement.

**INDEMNITY:** Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement.

**OWNERSHIP:** FOUNDATION retains ownership of all materials used. CLIENT may use FOUNDATION materials only as agreed to in writing by FOUNDATION.

**TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause after giving 30 days written notice to the other.

Should CLIENT elect to terminate this agreement without cause less than 30 days prior to the date specified above for work to begin, CLIENT agrees to pay all costs and noncancellable obligations incurred by FOUNDATION prior to notice of termination, including materials costs if applicable and nonrefundable travel costs or travel change fees.

**TERMINATION WITH CAUSE:** With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**FORCE MAJEURE:** Neither CLIENT 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 any cause beyond the reasonable control of CLIENT or FOUNDATION. Notwithstanding the foregoing, CLIENT hereby assumes the risk of cancellation of its event and/or the risk of FOUNDATION's inability to travel due to weather, and agrees to pay all costs and noncancellable obligations incurred by FOUNDATION, including materials costs if applicable and nonrefundable travel costs or travel change fees.

**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.

**FOUNDATION:**

CSU, Chico Research Foundation, Research and Sponsored  
Programs

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Carol Sager, Director, Research and Sponsored Programs

**CLIENT:**

\_\_\_\_\_  
Printed Name of Client's Signatory

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between **Larry Jones of LJ Math Consultants**, referred to as "Consultant" and the **Marysville Joint Unified School District**, referred to as "MJUSD".

### Background

Before beginning LJ Math Consultants I (Larry Jones) have been an employee of the Sacramento County Office of Education for the last several years retiring on April 1, 2010. As a SCOE employee I provided math services to many districts and schools during that time. My position was K-12 Math Curriculum Specialist. I assisted several schools in exiting from the SAIT process and from the PI designation.

I provided math support for initial instruction using the district adopted curriculum. I assisted teachers in their use of intervention material based on data results from various assessments. I provided guidance in use of data to drive instruction, professional development in many adopted math publishers and math concept content development for teachers and administrators. I facilitated data meeting between teachers and administrators to increase student proficiency and provide professional development on effective data meetings. I trained teachers on how to effectively use technology with their curriculum to increase student engagement.

Larry Jones of LJ Math Consultants agrees to:

Provide services to support the MJUSD Ella Elementary through the School Improvement Turnaround Model 50 working days during the 2012/2013 school year for a fee of \$25,000.

These services will include:

- Teacher support in initial instruction and using the district approved curriculum.
- Facilitate data meetings with teachers and administrators to use data to drive initial instruction and intervention based on student need.
- Assist teachers in using the intervention material, technology and strategies to increase student proficiency.
- Provide professional development on the curriculum as needed.
- Provide professional development on math conceptual content as needed.
- Provide walk-thrus with administration to help teachers increase student engagement and effectiveness of initial instruction.
- Attend and facilitate meetings between District Office, Site Administration and teachers to increase student proficiency.
- Work with district in calibrating district assessments and CST.
- Assist in increasing the effectiveness of district assessments and their use as instructional tools at the site level.

The MJUSD agrees to:

- Provide a primary contact person for all work under this agreement.
- **Indemnity.** Each party shall defend, indemnify, and hold the other party, its officers, agents, subcontractors, and employees harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this agreements, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, subcontractors, or employees. This Responsibility Agreement shall be effective upon signature.
- Provide facility insurance and indemnification.
- Pay LJ Math Consultants money due with 90 days of invoicing.

For LJ Math Consultants  
1592 Eric Court  
Yuba City, CA 95993

For the Marysville Joint Unified  
School District:

Larry Jones

Gay Todd, Ed. D.

 8/2/12  
Signature and Date

\_\_\_\_\_  
Signature and Date

Tax ID # \_565-60-0151\_ ✓

# Sacramento Office of Education County

ORIGINAL

## Estimate of Charges Agreement #0443

**Type of Training/Service:** Supporting the Transition to California's Common Core State Standards Series:

- Three English Language Arts Modules
- Three Mathematics Modules

**Description:** Provide four days of California's Common Core State Standards training (two sessions of three English Language Arts modules and two sessions of three Mathematics modules) to staff at Marysville Joint Unified School District.

**Who should attend:** Principal and Teachers

**Date(s):** August 6 and 8, 2012: California's Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects

- *Introduction*
- *Informational Text*
- *Writing Applications*

August 7 and 9, 2012: California's Common Core State Standards for Mathematics

- *Introduction*
- *Standards for Mathematical Practice*
- *Smarter Balanced Assessment Consortium*

**Location:** Kynoch Elementary School  
1905 Ahern Street  
Marysville, CA 95901

Estimated Number of Participants	Description	Estimated Total
20	The estimate is based on SCOE Provide four days of California's Common Core State Standards training (two sessions of three English Language Arts modules and two sessions of three Mathematics modules) to staff at Marysville Joint Unified School District and the guarantee by the district to pay a fee of \$60.00 per person per day (20-person minimum fee required). Fee includes participant training materials and Instructor.	\$1,200.00 (minimum per day)  Total: \$4,800.00 (minimum)

Please make Purchase Order or Check payable to:  
Sacramento County Office of Education  
ATTN: Financial Services  
P.O. Box 269003  
Sacramento, CA 95826-9003

6

## MEMORANDUM OF UNDERSTANDING

Agreement #0443

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education, hereinafter referred to as "SCOE," and Marysville Joint Unified School District, hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District in regards to delivering instructional support services to District and school staff. Once signed by both parties, this MOU is in effect.

### The SCOE agrees to:

1. Provide four days of California's Common Core State Standards training (two sessions of three English Language Arts modules and two sessions of three Mathematics modules) to staff at Marysville Joint Unified School District.
2. Provide contact(s) and instructors for all work under this agreement:
  - a. Tami Wilson (916) 228-2350 [twilson@scoe.net](mailto:twilson@scoe.net)
  - b. David Chun (916) 228-2244 [dchun@scoe.net](mailto:dchun@scoe.net)
3. Provide all handouts included in the training. All instructional materials that are provided by SCOE are copyrighted.
4. Provide AV equipment.
5. SCOE will not provide food for work under this MOU.
6. Invoice District upon completion of services (Invoice will be mailed to Training Location address below unless otherwise noted).

Training Date(s) And Schedule: • August 6 and 8, 2012: California's Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects

- *Introduction*
- *Informational Text*
- *Writing Applications*

• August 7 and 9, 2012: California's Common Core State Standards for Mathematics

- *Introduction*
- *Standards for Mathematical Practice*
- *Smarter Balanced Assessment Consortium*

• Daily schedule: 8:00 a.m. – 2:30 p.m. (including ½ for hour lunch on your own)

Training Location: Kynoch Elementary School  
1905 Ahern Street  
Marysville, CA 95901

Billing Address: Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

### The District agrees to:

1. Provide a primary contact person for all work under this agreement. The contact will be: Lennie Tate, Executive Director Educational Services, (530) 749-6159 [ltate@mjusd.com](mailto:ltate@mjusd.com)
2. Ensure the district representative is available during the training.
3. Provide program materials for participants (e.g., Teacher's Edition).

4. Provide SCOE with copies of attendance records.
5. Provide facility, insurance and indemnification.
6. Pay SCOE money due within 90 days of invoicing.

**Fee Structure:** \$60.00 per participant per day (a minimum of 20 participants for a fee of \$1,200.00 per day is required)  
Total: \$1,200.00 per day x 4 days = \$4,800.00 (minimum)

This agreement may be terminated by SCOE or the District, in writing, no later than 7 business days prior to the first day of each session.

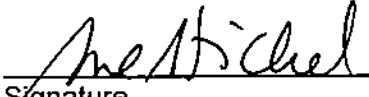
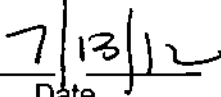
**Indemnity.** SCOE shall indemnify, defend, and hold harmless District, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of SCOE, its officers, agents, or employees.

District shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of District, its officers, agents, or employees.

SCOE and District shall monitor this agreement to oversee implementation of project activities.

**Sacramento County Office of Education:**  
Sue Stickel, Deputy Superintendent

**Marysville Joint Unified School District**  
Gay Todd, Ed.D., Superintendent of Schools

			
Signature	Date	Signature	Date



**MEMORANDUM OF UNDERSTANDING**  
**Agreement 13-3927**

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and **Yuba Gardens Intermediate School**, hereinafter referred to as "School."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the School in regards to delivering school support. Once signed, this Memorandum of Understanding shall be effective from **July 1, 2012, through June 30, 2013.**

**SCOE agrees to:**

Support the Science teachers, program, and administration in relation to the following:

1. Provide a primary contact person for all work under this agreement:

Phil Romig  
(916) 228-2275  
promig@scoe.net

2. Collaboration

- a. Present the process for developing an action plan for all 7/8 grade Science

(1) Assess strengths and needs of the student community

(2) Assess strengths and needs of teachers and administrators

- b. Support the process for making instructional and program changes based on the action plans generated by staff

3. Review and plan for Peer Review Process to begin in the 2012-2013 school year

**School agrees to:**

1. Provide a primary contact person for all work under this agreement:

Kari Ylst, Principal  
(530) 741-6194, ext. 7004  
cyist@mjustd.com

2. Provide facility insurance and indemnification

3. Pay SCOE money due within 60 days of invoicing. Projected expense: 4 days @ \$500/day = \$2,000

3 days	Facilitate action plan meetings
<u>1 day</u>	Classroom visits and walk-throughs
4 days	

**Notes:** SCOE will not provide food. SCOE copyrights all of its instructional materials.

**Indemnity.** SCOE shall indemnify, defend, and hold harmless School, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of SCOE, its officers, agents, or employees.

School shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of School, its officers, agents, or employees.

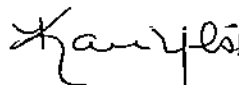
SCOE and School shall monitor this agreement to oversee implementation of project activities.

**Sacramento County Office of Education:**

**Yuba Gardens Intermediate School:**

Sue Stickel, Deputy Superintendent  
Curriculum & Intervention

Kari Ylst, Principal



 6/13/12  
Signature and Date

\_\_\_\_\_  
Signature and Date

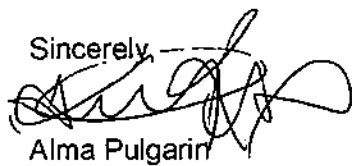
July 24, 2012

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

Dear Mr. Carreon,

I am writing to inform you that I will be leaving Marysville Joint Unified in August. As we have discussed on numerous occasions, my passion is teaching middle school, and I have secured a position teaching at that level in a different district for the 2012/2013 school year. It has been a pleasure working for Marysville Joint Unified these past four years. Thank you for the opportunity to do so.

Sincerely,



Alma Pulgarin

MJUSD  
Personnel Dept.

JUL 24 2012

**RECEIVED**

**RESOLUTION No. 2012-13/08**

**BEFORE THE BOARD OF TRUSTEES  
OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
OF YUBA COUNTY, CALIFORNIA**

**RESOLUTION ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING  
THE HAMMONTON-SMARTSVILLE SCHOOL PROJECT**

**WHEREAS**, the Marysville Joint Unified School District (the "District") is a public school district organized and existing under the laws of the State of California; and

**WHEREAS**, the District is the lead agency under the California Environmental Quality Act ("CEQA") for the Hammonton-Smartsville School Project ("Project"); and

**WHEREAS**, the District has selected, as the most suitable site for the Project, real property located at 2176 Hammonton-Smartsville Road (the "Property"); and

**WHEREAS**, the District has prepared an Initial Study and Proposed Mitigated Negative Declaration ("IS/MND") for the Project in compliance with the CEQA and the State CEQA Guidelines; and

**WHEREAS**, the IS/MND was completed and filed with the State Clearinghouse and the County Clerk's office on June 27, 2012. The State Clearinghouse identified this IS/MND with State Clearinghouse No. 2012062076; and

**WHEREAS**, notice that the District proposed to adopt a Mitigated Negative Declaration ("MND") for the Project was provided to the public on June 27, 2012 by publication of such a notice in a newspaper of general circulation within the District, prior to the date on which the Mitigated Negative Declaration was scheduled for adoption. The 30-day public review period was from June 27, 2012 through July 28, 2012.

**WHEREAS**, the Initial Study identified potentially significant effects which the Project could have but the District agreed to mitigation measures before the proposed Mitigated Negative Declaration was released for public review, which will avoid the effects or mitigate the effects to a point where no significant impacts will occur; and

**WHEREAS**, all comments received from the public in response to the proposed Mitigated Negative Declaration have been submitted to the Board of Trustees for review; and

**WHEREAS**, there is no substantial evidence before the Board of Trustees that the Project may have a significant effect on the environment; and

**WHEREAS**, the District has prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project; and

**WHEREAS**, this Board conducted a public hearing on the Project in accordance with law on July 24, 2012; and

12

**WHEREAS**, it is in the best interest of the District to proceed with approval of the Project; and

**WHEREAS**, the use of the Property is consistent with the County of Yuba General Plan and Zoning Ordinances; and

**WHEREAS**, the Project proposes the construction of an approximately 1,168 student Middle School, a 460 student Alternative High School, 100 student Adult Education Center / School, and Education Support Facilities. The project description is fully set forth in the IS/MND; and

**WHEREAS**, the District is subject to numerous State requirements and State oversight regarding construction on District school sites, which are designed to ensure that school construction projects are safe and promote the public interest, and the District will obtain State approval for the Project as required by applicable law; and

**WHEREAS**, upon approval of this Resolution, the District shall be authorized to proceed with the Project in accordance with the substantive provisions set forth herein.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT FINDS, DECLARES, AND RESOLVES AS FOLLOWS:**

**SECTION 1.** The Board of Trustees adopts the foregoing recitals as true and correct.

**SECTION 2.** The Board of Trustees hereby finds that the Initial Study and Mitigated Negative Declaration reflect the independent judgment of the District as Lead Agency for the Project.

**SECTION 3.** The Board of Trustees hereby finds that the Initial Study and Mitigated Negative Declaration have been completed in compliance with CEQA; and that the Board of Trustees has independently reviewed and considered the Initial Study and Proposed Mitigated Negative Declaration, together with all comments received during the public review process, prior to adopting the Mitigated Negative Declaration and approving the Project.

**SECTION 4.** The Board of Trustees, on the basis of the Initial Study and the comments received, finds there is no substantial evidence the Project may have a significant effect on the environment.

**SECTION 5.** The Board of Trustees hereby confirms that the mitigation measures listed in the Initial Study and Proposed Mitigated Negative Declaration have been incorporated into the Project, adopts the Mitigation Monitoring and Reporting Program, and adopts a Mitigated Negative Declaration for the Project.

**SECTION 6.** The Hammonton-Smartsville School Project is hereby approved and District staff is authorized and directed to cause a Notice of Determination concerning the adoption of the Mitigated Negative Declaration for the Project to be filed in the office of the Yuba County Clerk in accordance with CEQA and the State CEQA Guidelines. District staff are further authorized and directed to take all steps necessary or convenient to proceed with the Project in accordance with the MND, the MMRP, and the terms of this Resolution, but subject to receiving final approval of the PEA from DTSC, and receiving final approval of the Project from the California Department of Education.

**SECTION 7.** The Superintendent or designees are directed to take such further actions as may be necessary and appropriate to carry out the intent of this Resolution.

**SECTION 8.** This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted by the Board of Trustees of the Marysville Joint Unified School District at a public hearing of the Board on August 14, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Jeff Boom, President  
*Board of Trustees*

---

Jim Flurry, Clerk  
*Board of Trustees*

## MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Initial Study-Mitigated Negative Declaration (IS-MND), specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring and Reporting Program (MMRP).

In order to implement this MMRP, the Board of Trustees of the Marysville Joint Unified School District will designate an MMRP coordinator ("coordinator"). The coordinator will be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation. The coordinator will also distribute copies of the MMRP to the responsible agencies identified in the MMRP, which have partial or full responsibility for implementing the mitigation measure. Failure of a responsible agency to implement a mitigation measure will not in any way prevent the lead agency from implementing the proposed project.

The following table will be used as the coordinator's checklist to determine compliance with each required mitigation measure.

15



Hammonon-Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
AESTHETICS						
AES-1(a) Security/Safety Lighting Design. Security/safety lighting shall be designed to direct light away from adjacent residences, and shall be shielded to direct light downward to avoid direct glare. Light standards shall be designed to achieve no more than one (1) foot-candle at property boundaries, considering typical weather conditions.	Ensure mitigation measures are incorporated into construction specifications and design plans.	Prior to and during construction.	Once prior to construction and spot check during construction.	Coordinator		
AES-1(b) Athletic Field Lighting Control Measures. Athletic field lighting shall be oriented to minimize impacts to existing and planned residential uses adjacent to the school site. Light fixtures for athletic facilities shall be equipped with glare control shields and directed in such a way to reduce impacts. The height of all lighting systems shall be minimized to the extent feasible without reducing the use of lighting for its intended purpose.	Ensure mitigation measures are incorporated into construction specifications and design plans.	Prior to and during construction.	Once prior to construction and spot check during construction.	Coordinator		
AIR QUALITY						
AQ-1 Standard Construction Phase Mitigation Measures. The applicant shall implement the following standard mitigation measures to offset construction-related air quality impacts:  1. Implement the Fugitive Dust Control Plan 2. Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0, Visible Emissions limitations (40 percent opacity or Ringelmann 2.0) 3. The contractor shall be responsible to ensure that all construction equipment is properly tuned and maintained prior to and for the duration of onsite operation. 4. Limiting idling time to 5 minutes – save fuel and reduces emissions. (State idling rule: commercial diesel vehicles – 13 CCR Chapter 1- Section 2485 effective 02/01/2005; off road diesel vehicles – 13	Monitor construction activities to ensure all required mitigation measures are implemented.	During construction	Spot check	Coordinator		



Hammonton-Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
<p>CCR Chapter 9 Article 4.8 Section 2449 effective 05/01/2008)</p> <p>5. Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators.</p> <p>6. Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.</p> <p>7. Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require California Air Resources Board (ARB) Portable Equipment Registration with the State or a local district permit. The owner/operator shall be responsible for arranging appropriate consultations with the ARB or the District to determine registration and permitting requirements prior to equipment operation at the site.</p>						
<p><b>AQ-2 Tier 3 Construction Equipment.</b> The Environmental Protection Agency (EPA) has developed standards for off-road construction equipment, delineated by "tiers". Tier 3 equipment emits the least amount of pollution. On-site construction equipment shall meet EPA Tier 3 emissions standards. A copy of each unit's certified tier specification, Best Available Control Technology (BACT) documentation, and CARB or AQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.</p>	Monitor construction activities to ensure all required mitigation measures are implemented.	During construction	Spot check	Coordinator		
<p><b>AQ-3 Standard Operational Mitigation Measures.</b> The project applicant shall implement the following Standard Operational Mitigation Measures to the</p>	Ensure mitigation measures are incorporated into	Prior to and during construction.	Once prior to construction and spot check during	Coordinator		

Hammon-ton-Smar-tsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
<p>extent feasible. Standard Operational Mitigation Measures include:</p> <ol style="list-style-type: none"> <li>1. Provide bicycle lockers and/or racks,</li> <li>2. Install lowest-emitting commercially available furnace,</li> <li>3. Install ozone destruction catalyst on all air conditioning systems;</li> <li>4. Install EPA Energy Star approved roofing materials or install "Green Roof" technology;</li> <li>5. Install roof photovoltaic energy systems;</li> <li>6. Measures exceeding Title 24 energy efficiency standards by 10% or more; and</li> <li>7. Contract only with landscapers who operate with equipment that complies with the most recent California Air Resources Board certification standards, or standards adopted no more than three years prior to date of use.</li> </ol>	<p>construction specifications and design plans.</p>		<p>construction.</p>			
<p><b>AQ-4 East Linda Specific Plan EIR Mitigation Measures.</b> The project shall incorporate applicable mitigation measures from the East Linda Specific Plan EIR, as follows:</p> <ol style="list-style-type: none"> <li>1. <i>Pedestrian and bicycle paths (including connections thereto) shall be constructed at the time of development in accordance with the East Linda Specific Plan.</i></li> <li>2. <i>Secure bicycle parking facilities shall be constructed at the time of development.</i></li> </ol>	<p>Ensure mitigation measures are incorporated into construction specifications and design plans.</p>	<p>Prior to and during construction.</p>	<p>Once prior to construction and spot check during construction.</p>	<p>Coordinator</p>		
<b>BIOLOGICAL RESOURCES</b>						
<p><b>BIO-1 Surveys and Mitigation for Impacts to Swainson's Hawk.</b> Because Swainson's Hawk is protected under the Migratory Bird Treaty Act (§16 United States Code 703-711), as listed in Title 50 of the Code of Federal Regulations, Parts 10.13 and 23.23, prior to commencement of construction activities, surveys for Swainson's hawks should be conducted in accordance with CDFG-approved protocols (Swainson's Hawk Technical Advisory</p>	<p>Review survey report and ensure all requirements are met.</p>	<p>Prior to and during construction.</p>	<p>Once prior to construction and once during construction.</p>	<p>Coordinator, CDFG</p>		

Hammondon-Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
Committee 2000) to determine if nests are present on-site. If a nest is found within the project site, the CDFG should be consulted. The CDFG recommends that no new intensive disturbances (including heavy equipment construction associated with construction) should occur within 0.25 mile of an active nest between March 1 and September 15. Outside of the period, the destruction of a known nest shall require approval from the CDFG. In addition, if it is determined in accordance with CDFG protocols that potentially significant impacts could occur to foraging habitat based on the findings of the survey, mitigation replacement ratios should conform to CDFG mitigation recommendations and shall ensure that adequate off-site compensatory mitigation area is provided to offset the impact to a less than significant level.						
<b>BIO-2 Nesting Bird Surveys.</b> Because other bird species protected under the Federal Migratory Bird Treaty Act (§16 United States Code 703-711) and Fish and Game Code (§351.1, 4700, 5050, and 5515), including the white tailed kite, have the potential to occur within the project site, initial construction activities should occur outside of the nesting season (February 1 to September 15) as feasible. If initial vegetation/ground disturbing activities must be initiated during the nesting season, surveys of the entire project site plus a 500-foot buffer (only includes areas with access granted) for white-tailed kites and all other nesting birds should be conducted no more than two (2) weeks prior to vegetation removal and/or initiation of construction activities. If nests are found on-site, a buffer should be established around the nest site(s) for the duration of the nesting activity based on the species present as determined by a qualified biologist, typically 250-500 feet for raptors and 50-200 feet for other bird species. No construction activities should occur within this buffer until a qualified biologist has determined that the adults and fledglings are no longer reliant upon the nest site.	Review survey report and ensure all requirements are met.	Prior to and during construction.	Once prior to construction and once during construction.	Coordinator, CDFG		

Hammon- Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
BIO-3 Jurisdictional Drainage Mitigation. Because the project would impact areas within the Linda Drain that are within the jurisdiction of CDFG, USACE and RWQCB, and pursuant to the Clean Water Act and Fish and Game Code Section 1600, prior to issuance of grading permits, regulatory permits shall be obtained from the CDFG,USACE and RWQCB for impacts to the Linda Drain and the east-west drainage ditch on-site. Mitigation for impacts to these drainages shall be required at a minimum ratio of 1:1 (acres mitigation to acres impacted). Mitigation shall occur on-site or at an off-site location approved by the applicable agency, including CDFG, USACE and RWQCB. Alternatively, credits for impacts to jurisdictional drainages may be purchased at a mitigation bank upon approval from each regulatory agency. The nearest mitigation bank with credits available for impacts to freshwater marsh and jurisdictional riparian areas is the Sacramento River Ranch Wetlands Mitigation Bank, operated by Wildlands, Inc.	Review and ensure mitigation compliance with regulatory agency permits.	Prior to construction within Linda Drain.	Once.	Coordinator, CDFG, USACE, RWQCB			
<b>CULTURAL RESOURCES</b>							
CUL-1 Section 106 Compliance. The MJUSD shall contract with a qualified cultural resources specialist to prepare a report in compliance with Section 106 of the NHPA. The qualified cultural resource specialist shall gather information to determine which resources in the project area are listed in or eligible for the National Register of Historic Places. If they are determined to be eligible, the cultural resources specialist shall determine how historic properties might be affected and explore alternatives to avoid or reduce harm to historic properties; and the MJUSD shall implement measures to deal with any adverse effects or obtain advisory comments from the Advisory Council on Historic Resources, which are sent to the head of the agency. MJUSD shall comply with all recommendations and findings of the Section 106 process so as to ensure that impacts to historic resources are minimized to the extent practical. MJUSD shall be notified immediately if any potentially	Verify completion of Section 106 report and compliance with recommendations thereof.	Prior to construction.	Once.	Coordinator.			



Hammonton-Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
historic, prehistoric, archaeological, or paleontological artifact is uncovered during construction of the proposed project. In such an event, all construction in the area must stop and the archaeologist shall evaluate the finds and recommend appropriate action.						
CUL-2 Undiscovered Human Remains. If any human remains are uncovered all construction must stop and appropriate authorities must be notified. The County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Guidelines Section 15064.5 (d) and (e) shall be followed.	Monitor construction activities to ensure all required mitigation measures are implemented, when necessary	During Construction	Spot Check	Coordinator		
<b>GEOLOGY AND SOILS</b>						
<b>GEO-1 Geotechnical Study and Hazard Reduction.</b> A geotechnical study shall be performed pursuant to the recommendations of the Geologic Hazards Evaluation Report (2009). The geotechnical evaluation shall include a liquefaction and expansive soil analysis. At a minimum, the liquefaction analysis and expansive soil analysis shall be in accordance with County and State building codes, and the California Division of Mines and Geology Guidelines for Evaluating and Mitigating Seismic Hazards in California (as amended). The study shall include site-specific depth to groundwater and soil composition as they relate to seismically induced hazards. Areas having liquefiable sediments and expansive soils shall be identified, and structures shall be properly designed to withstand the conditions as recommended by the geotechnical evaluation. The MJUSD shall incorporate appropriate recommendations in the geotechnical investigation into the design of the project.	Review completed study and verify that final grading and building plans implement site specific recommendations.	Prior to finalization of construction specifications and plans.	Once.	Coordinator		
Suitable measures to reduce liquefaction and expansive soil impacts could include one or more of the following techniques, as determined by a registered geotechnical engineer:						

Hammon-ton-Smar-tsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
<ul style="list-style-type: none"> <li>Specialized design of foundations by a structural engineer;</li> <li>Removal or treatment of liquefiable soils to reduce the potential for liquefaction;</li> <li>Drainage to lower the groundwater table to below the level of liquefiable soil;</li> <li>In-situ densification of soils or other alterations to the ground characteristics; or</li> <li>Excavation of existing expansive soils and importation of non-expansive soils;</li> <li>Foundation design to accommodate certain amounts of differential expansion such as posttensional slab and/or ribbed foundations.</li> </ul>						
<b>HAZARDS AND HAZARDOUS MATERIALS</b>						
<p><b>HAZ-1 Preliminary Environmental Assessment (PEA) Recommendations.</b> All recommendations described in the PEA Work Plan for this project shall be implemented. These include:</p> <ul style="list-style-type: none"> <li>Determine the presence of lead, pesticides, and polychlorinated biphenyls at the specified locations in the PEA Work Plan;</li> <li>Collect shallow soil samples at the locations described in the PEA Work Plan and analyze these samples for contamination;</li> <li>Determine the contents of the existing 55 gallon steel drum and remove from the site;</li> <li>Prepare a pipeline risk analysis for the high-pressure 12-inch water pipeline that has been identified within 1,500 feet of the project site;</li> <li>Prepare a hazardous risk assessment for the hazardous air emitters within a one quarter mile radius.</li> </ul> <p>If contamination or health risks exceeding regulatory action levels is found in any of the above locations, appropriate remediation shall be undertaken prior to issuance of grading permits for the contaminated area. Any remedial activity shall be conducted to the</p>	<p>Ensure findings of study are incorporated into construction specifications and design plans. Verify remediation compliance reports if necessary.</p>	<p>Verify plans prior to construction. Verify remediation compliance as necessary.</p>	<p>Verify plans once. Verify remediation compliance as necessary.</p>	Coordinator, DTSC.		

Hammondon-Smarville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
satisfaction of the appropriate regulatory oversight agency (for example, the Regional Water Quality Control Board or Department of Toxic Substances Control).							
<b>HYDROLOGY AND WATER QUALITY</b>							
<b>HWQ-1 Structure Base Elevation.</b> The finished floor elevation of all school facility structures within the 100-year flood zone shall be a minimum of 1 foot above the established flood plain elevation, as designated by FEMA.	Ensure building plan compliance.	Prior to construction.	Once.	Coordinator			
<b>NOISE</b>							
<b>NOI-1 Construction Timing.</b> Construction activities for site preparation and for future development of the project site shall be limited to the daytime hours between 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. Saturday. No construction shall occur on Sundays or State holidays (i.e. Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours.	Ensure mitigation measures are incorporated into construction specifications and design plans	During construction	Field verification as necessary	Coordinator			
<b>NOI-2 Acoustical Shelters.</b> Stationary construction equipment should not generate noise that exceeds 65 dBA at the project boundaries.	Ensure mitigation measures are incorporated into construction specifications and design plans	During construction	Field verification as necessary	Coordinator			
<b>NOI-3 Diesel Equipment Restrictions.</b> All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.	Ensure mitigation measures are incorporated into construction specifications and design plans	During construction	Field verification as necessary	Coordinator			
<b>NOI-4 Electrical Powered Equipment.</b> Whenever feasible, electrical power shall be used to run air compressors and similar power tools.	Ensure mitigation measures are incorporated into construction	During construction	Field verification as necessary	Coordinator			



Hammon-ton-Smartsville School Project  
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
	specifications and design plans Ensure mitigation measures are incorporated into construction specifications and design plans						
<b>NOI-5 Additional As-Needed Attenuation Measures.</b> For all construction activity on the project site, additional noise attenuation techniques shall be employed as needed to ensure that noise remains within allowable levels.		During construction	Field verification as necessary	Coordinator			
<b>TRANSPORTATION / TRAFFIC</b>							
<b>TRA-1 Signalize Hammon-ton-Smartsville Road/Trevor Drive Intersection.</b> The District should provide fair share funding for the installation of a traffic signal at the intersection. In order to improve intersection operation to an acceptable level, the traffic signal should provide separate left and a shared through-right turn lane on the eastbound and westbound approaches, and a protected left-turn phase on the eastbound - westbound approach and split phase on the northbound-southbound approach.	Ensure provision of fair share funding.	Prior to occupancy clearance.	Once.	Coordinator			
<b>TRA-2 Develop Safe Route to School Plan.</b> The District should create a <i>Safe Route to School Plan</i> for the site, which designates recommended pedestrian and bicycle routes to the site.	Review completion of Plan.	Prior to occupancy clearance.	Once.	Coordinator.			

24