

Covillaud Elementary School
Presentation to the Board of Trustees
11/13/12

Every year, I reread what I have written in the past to the Board of Trustees. I ponder the right words to say as well as give you a glimpse into Mary Covillaud Elementary. For the past ten years, Peter Pillsbury has been trying to determine the reasons behind the success at our school. I believe that many of you wonder how it has been done but have not really found out. I suppose if one could make it into a recipe for student success, than everybody would be doing it. I have been reading a book, How Children Succeed, which was suggested by a reporter from the Appeal-Democrat. The reporter thought I had already read the book and implemented some of the book's thoughts into the school. I replied and said I would love to read the book and maybe understand the academic and social success of Mary Covillaud better myself. In the following paragraphs, I will relate the happenings at Mary Covillaud and give all of us a better understanding on how children succeed.

That brings me to the students. Has anyone ever experienced five hundred students hugging, waving, or hollering good morning at you just because you are the principal? I have and am proud of it. I discipline them and yet their love is unconditional. That loves is demonstrated in what they do in the classroom. We have made a stand that we want every student appropriately placed so they can learn at their highest potential. The higher they want to climb, the more we will support and allow that. Students are rising far above the expected outcomes. An example is our library. You almost need to take a number just to get into the library. It is an incredible place. Watching students read to others while others are taking an AR test in a room so crowded one would think it would be impossible yet it is happening on a daily basis. Over 70% of our last year Kindergarten students were reading library books. Only through the encouragement of teachers, parents, and our sixth grade students, were we able to pull that off. With that love in mind, How Children Succeed states through their research in a Chicago program run by the Ounce of Prevention Fund, a Chicago-based philanthropy, that improving attachment is the most powerful lever they have for improving child outcomes. That's what this school is about. Making students feel good about themselves. We care about them, and they end up not only caring about us but begin to climb the academic ladder of success.

School Spirit has been one of the biggest reasons that have set Mary Covillaud apart. Teachers, support staff, parents, community members, and students all want to be part of our school culture. School Spirit is enthusiasm by people who believe they can succeed without any excuses. In How Children Succeed, it states that as long as there are teachers who can make succeeding at school as attractive as succeeding at playing chess, the students will succeed. We have created the Walk of Fame which recognizes and honors students for their high achievements in attendance, character, and/or academics. We have also honored many of our staff members as well as community members. This example of school pride is something we look forward to every Friday morning. This Walk of Fame is sacred. Nobody is allowed to walk upon it until those magical moments on Friday. Seeing the smiles, the pride, and the enthusiasm motivates all of us. Last month, a second language learner in fourth grade who also attends RSP walked the Walk of Fame because she was the first student in the school to exceed fifty points in accelerated reading. This is powerful knowing that anybody under the right conditions can be successful. That takes me to a quote I used last year and continue to use. Years ago when Russell Crowe won the academy award for best actor in the movie, The Gladiator, he stated, "that anybody who's on the downside of advantage and relying purely on courage, it's possible to succeed." I have that old yellow newspaper clipping of Crowe's statement sitting on my desk to remind me that anyone can succeed, and I believe it.

Our parent organizations, PTCO and ELAC, are stronger and have more involvement than ever in the past. Their commitment to School Spirit is phenomenal. Most of the functions and events at the school used to be facilitated and ran by me and one or two loyal staff members that held to that strong belief in getting parents involved in school. Now, I show up to these events and talk about the great things happening at the school rather than worrying whether I made enough punch for the parents and students. We now have a student council that are excited and want to get involved with making decisions to improve the school. The student council was responsible for getting the four-way stop signs placed on G Street. Their letters to the Mayor of Marysville created enough interest that those signs will be installed any day. I could write about School Spirit at Mary Covillaud for days. It is truly the engine that drives the school.

In 2006, Mary Covillaud became a California Distinguished School. In 2007, we were identified as a recipient of the Title One Academic Achievement Award. In 2008, we finally reached the amazing 800. In 2012, our API reached 877. In five years, we have surpassed that elusive 800 on the API. We chased that flag for several years, but due to perseverance by staff, students, and the community, we made it happen. We are thankful and honored. We acknowledge there are areas that need to be improved but we also are proud of our accomplishments. The entire staff has continued to commit to focusing on improving our language arts program. We again spent two days articulating on language arts as well as developing a Professional Learning Community. We recognize that our language arts scores need to improve so all of the teachers articulate weekly assessing and listening to good teaching strategies. With our second language learner population growing, we recognize the necessity to improve in language arts. We have seen an increase of 42% proficient in 2011 to 63% proficient in 2012 in language arts. Our English Learner (EL) population now leads the school with 83% proficient. With the grit and drive that has been instilled in our students, we are now setting our sites on an API of over 900.

No longer do we use excuses why students cannot learn. No longer do we hold students back because someone said they may not be developmentally ready. We look at the heart of the child and spark that love to learn. We have recognized the importance of character and becoming conscientiousness. We have gleaned that from How Children Succeed and acknowledge that we have become a gem for the community to be proud of. We want to be that professional learning community that focuses on student learning at the core of what we believe and do. We want to live and breathe our vision statement which states we provide the highest level of education for each child possible. We believe that.

We appreciate everything the Board of Trustees and District Office has done for Mary Covillaud Elementary. We acknowledge that funds have run short, but please remember the safety needs of our children as well as the learning environment. Last spring, all of trees were removed from the Kindergarten and primary playgrounds. Now, we have students getting sick from too much heat and exposure from the sun. We continue to have our parking problems before and after school. We are concerned about the safety of our children, parents, and staff. Somehow we need to prioritize and develop a larger parking lot for parents as well as bus riders. We are not after any new buildings or upgrades. We just want to make it safe for our students and create an environment where children want to go to school. You can help make that happen.

With the holidays fast approaching, please come by and share in our amazing achievements as well as our continual concern for the children of west Marysville. They need all the hugs and love you can give them. The Thanksgiving Feast is November 15th at 5:30 p.m. at the school. Our Christmas Party for the needy students will be in the Marysville High School multipurpose room on Saturday, December 22nd from 11:00 a.m. until all the packages are unwrapped. Please join us and make a Christmas these students will never forget. Please remember to come and share in our unique learning community. It is something that would make you proud.

Subaward Agreement

Institution/Organization ("UNIVERSITY") Name: The CSU, Chico Research Foundation Address: Office of Research and Sponsored Programs CSU, Chico, Building 25 Chico, CA 95929-0870		Institution/Organization ("COLLABORATOR") Name: Marysville Joint Unified School District Address: 1919 B Street Marysville, CA 95901 EIN No.:	
Prime Award No. U336S090119		Subaward No. Sub	
Awarding Agency U.S. Department of Education		CFDA No. 84.336S	
Subaward Period of Performance 10/1/12-9/30/13		Amount Funded this Action \$29,300 (Year 4)	Est. Total (if incrementally funded)
Project Title: Project CO-STARS: Collaboration for Student and Teacher Achievement in Rural Schools			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4]			
Terms and Conditions			
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): as specified in Collaborator's proposal dated ; or <input checked="" type="checkbox"/> as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than quarterly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Collaborator and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorney fees) resulting from injury to or death sustained by any person or damages to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of Collaborator or University. While mentors/master teachers/student-teacher supervisors, or others under contract with the University, are performing services while under contract with the University, including but not limited to travel to and from meetings and other activities, this indemnity shall apply.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21, A-87 or A-122, as applicable.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.</p>			
By an Authorized Official of UNIVERSITY: <div style="border-top: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Carol Sager, Director Date </div>		By an Authorized Official of COLLABORATOR: <div style="border-top: 1px solid black; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Gay Todd, Superintendent Date </div>	

**Attachment 1
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. 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.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

Attachment 2
Subaward Agreement
Department of Education

Certifications/Assurances:

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 34 CFR Part 74, 75 and 80, which hereby are incorporated in this Subaward by reference. In addition and as applicable, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 34 CFR Part 85 Subpart F (Drug-Free Workplace); 2) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686); 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); 5) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107); 6) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended; 7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended; 8) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3); 9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended; 10) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; 11) notification of violating facilities pursuant to EO 11738; 12) protection of wetlands pursuant to EO 11990; 13) evaluation of flood hazards in floodplains in accordance with EO 11988; 14) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); 15) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); 16) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); 17) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); 18) comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.); 19) assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.); 20) comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; 21) comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.); and 22) comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.).

General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent
2. 34 CFR Part 74, 75 and 80 as applicable and in effect as of the beginning date of the period of performance. Except any one time extensions, scope of work changes or budget modifications must be requested through the University, not the Federal Awarding Agency.

3. Title to equipment costing \$5,000 or more and acquired by the subawardee with funds provided under this award shall vest in the subawardee. When the equipment is no longer needed by the subawardee and the per unit fair market value is less than \$5,000, the subawardee may retain, sell, or dispose of the equipment with no further obligation to the University. If, on the other hand, the per unit fair market value is \$5,000 or more, then the subawardee must submit a written request to the University for disposition instructions.

4. Collaborator will comply with Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 74-86 and 97-99 and applicable provisions of 34 CFR Part 304.

Special terms and conditions:

1. Copyrights

Collaborator ☐ grants / ☒ shall grant (check one) to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet University's obligations to the Federal Government under its Prime Award.

Attachment 3 Subaward Agreement	
University Contacts	Collaborator Contacts
Administrative Contact Name: Jeff Wright, Contracts Officer Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-5700 Fax: 530-898-6804 Email: jdwright@csuchico.edu	Administrative Contact Name: Lennie Tate, Executive Director, Ed. Serv. Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6902 Fax: 530-741-7893 Email: ltate@mjud.com
Principal Investigator Name: Phyllis Fernlund, Dean Address: College of Communication and Education CSU, Chico Chico, CA 95929-0145 Telephone: 530-898-4015 Fax: Email: pfernlund@csuchico.edu	Project Director Name: Lennie Tate, Executive Director, Ed. Serv. Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6902 Fax: 530-741-7893 Email: ltate@mjud.com
Financial Contact Name: Joleen Barnhill, Analyst Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-4578 Fax: 530-898-6804 Email: jbarnhill@csuchico.edu	Financial Contact Name: Doug Swift, Categorical Specialist Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6123 Fax: 530-741-7893 Email: dswift@mjud.com
Authorized Official Name: Carol Sager, Director Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870 Telephone: 530-898-5700 Fax: 530-898-6804 Email: casager@csuchico.edu	Authorized Official Name: Dr. Gay Todd, Superintendent Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901 Telephone: 530-749-6183 Fax: 530-741-7894 Email: gtodd@mjud.com

Attachment 4**Subaward Agreement****Reporting Requirements**

1. University is required under Prime Award No. U336S090119 to submit a final performance report to the Awarding Agency within 90 days after the expiration or termination of grant support. University is further required to submit a performance report to the Awarding Agency before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. The Awarding Agency may provide University with additional information about these reports, including the due date(s), at a later time. Collaborator shall provide to University all data, information and narrative necessary for University to make timely and accurate submission of all reports required under the Prime Award as directed and as may be directed by the Awarding Agency.
2. Collaborator shall invoice University no less frequently than quarterly and within 45 days of the end of the quarter.

Attachment 5
Project CO-STARS: Collaboration for Student and Teacher Achievement in Rural Schools
CFDA# 84.336S
PRIME AGREEMENT #U336S090119

SCOPE OF WORK:

SCHOOL DISTRICT AND SCHOOLS: Marysville Joint Unified School District as a collaborative partner in project Co-STARS, commits to

- Providing eligible school sites Covillaud Elementary, Dobbins Elementary, Ella Elementary, Johnson Park Elementary, Kynoch Elementary, Linda Elementary, Yuba Gardens Elementary, McKenney Intermediate, Olivehurst Elementary, and Yuba Feather Elementary as project training and clinical experience sites.
- Developing and supporting the establishment of Professional Learning Communities (PLCs) to support project goals and objectives.
- With project assistance, will develop a tiered intervention service model, emphasizing school-wide responsibility for student learning.
- Promoting and supporting collaboration of school site general and special education teachers in screening all students to determine needs, progress monitoring, identifying and implementing research-based interventions.
- Use funding under Title I and IDEA in support of the project and will integrate these programs with the project.
- Providing opportunity for school/district based inquiry and research for MA project/thesis for Residents.
- Supporting participation of Mentors in project activities.
- Participating in creation of selection criteria and selection process of Mentor and Resident candidates.
- Providing seminar/meeting rooms for project participants and professional learning community meetings.
- Providing early field experience site opportunities for Residents.
- In academic years 2011-2012, 2012-2013, and 2013-14 providing training/mentoring/classroom opportunities within MJUSD for a minimum of 4 Residents.
- Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site.
- Participating and providing access to data in evaluation studies at the K-12 student, teacher, school site, and school district level as set forth in the project goals and objectives. This may include consultation and collaboration with the following entities:
 - Co-STARS Data Collection/Assessment personnel
 - Education for the Future
 - Center for Teacher Quality
 - Center for Closing the Achievement Gap
 - Center for the Advancement of Reading
 - MERLOT
 - OPAL Institute Training for qualified and selected personnel
- The partners recognize and acknowledge that beginning in Year 3 and continuing through Year 5, each partner will be required to provide cost share as required by the prime award. Partners identified and submitted potential cost share during Year 2 to the University that meets the federal requirements and regulations (see Appendix A). Partners understand that federal funds cannot be used to match other federal funds regardless of the source from which the partner received the federal funds.
- Provide, track, document and maintain for audit in-kind support services and facilities space (as per attached Exhibit A: Marysville Joint Unified School District In-Kind Match Contributions 2012-13 for Project Co-STARS Grant that includes but are not limited to the following:
 - Project support services provided by District Personnel including resident/mentor support services, recruitment and outreach, special education services and strategy support/training, curriculum development supports, classroom management and counseling support, professional learning community support and participation..
 - Meeting space for Project Co-STARS Mentors, Residents, University and District personnel

- Submit quarterly in-kind documentation reports to designated Co-STARS personnel.
- Follow the invoice and in-kind report submission schedule below:
 - January 20, 2013 for period ending December 31, 2012
 - April 20, 2013 for period ending March 31, 2013
 - July 20, 2013 for period ending June 30, 2013
 - October 20, 2013 for period ending September 30, 2013
- Perform other duties to be identified and as addressed in the scope and narrative of the project and mutually agreed upon by Project Director and School District Partner Director.

DELIVERABLES ANTICIPATED and DELIVERABLE TIMELINES BY MJUSD PROJECT PERSONNEL:

Person Responsible	Deliverable	Timeline
Lennie Tate	Mentor Training	To be determined
Lennie Tate	Mentors Identified and Selected	To be determined
Lennie Tate	Advisory Board Meeting	Spring/Fall
Lennie Tate	Early Field Experience Sites Identified	January 2013
Julie Alves	Planning Board Meetings	Ongoing (4-6 per year)
Lennie Tate/Julie Alves	Residents <ul style="list-style-type: none"> • Assist in Recruitment Activities • Applicants Screened/Approved • Mentors/Residents Matched for Fall • Mentor Teacher Training 	To be determined
Kit Molinari	Begin Data Collection <ul style="list-style-type: none"> • Identify and provide baseline data as requested by outside evaluator(s) • Participate in Evaluation Studies • Permissions collected 	To be determined
Kit Molinari	Project Activity Reports <ul style="list-style-type: none"> • Types of Reports Identified/Designed • Reporting structure identified and implemented • Reports collected/data compiled 	To be determined
Lennie Tate/Julie Alves	Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations.	On going
Julie Alves	Evidence of PLCs Activity/Reports	To be determined
Lennie Tate/Julie Alves	Ensure District/School Site Staff support of Project	Ongoing
Julie Alves	Evidence of Participating in Tiered Intervention Model identified by project participants	To be determined
Julie Alves	School Site facilities reserved for project seminars/meetings	Ongoing
Julie Alves	Telecommunication facilities/ technology reserved for project seminars/meetings/Residents/Mentors	Ongoing
Lennie Tate	Completion/collection of Needs Assessment from District/Schools	To be determined
Julie Alves	Oversight of submission of quarterly invoices and in-kind documentation reports to designated Co-STARS personnel	As per schedule

Project CO-STARS: Collaboration for Student and Teacher Achievement in Rural Schools

CFDA# 84.336S

Prime Agreement #U336S090119

EXHIBIT B: BUDGET**Project Co-STARS Funding for Marysville Joint Unified School District inclusive of all costs:**

# Positions	Position Title & Description	2012-2013 Budgeted Amount
1	K-12 Director at Marysville Joint Unified School District- (Time is not compensated under this agreement.) Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within the district and with the university. Assisting in selection of Mentors. Serving on Advisory Board and attending bi-annual meetings. Leading PLC / reform initiative at school district level. Facilitating/providing access to student achievement data. Supporting and guiding the evaluation of grant activities, goals and objectives. Work with University to identify cost share that meets the federal requirements and regulations. Provide, track, document and maintain for audit in-kind support services and facilities space Submit quarterly invoices and in-kind documentation reports to designated Co-STARS personnel 	\$15,106.11
1	K-12 District Coordinator Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within the district and with the university. Assisting in selection of Mentors; providing ongoing feedback. Assisting in selection/evaluation of Residents. Serving on Planning Boards. Assisting Mentors in training Residents. PLCs oversight. Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site Promoting/supporting ongoing evaluation studies for project performance and district level reports. Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations. 	\$8714.39
1	Technology Specialists Job role includes: <ul style="list-style-type: none"> Assisting in communication and collaboration within their district and with the university. Assisting in integrating technology into instruction at the school site. Providing assistance to Residents and Mentors in dealing with hardware/software needs. Providing technology support for data collection and management as needed. Collaborating with CSU, Chico Co-Stars Technology Specialist. Serving on Planning Boards. Assisting Mentors in training Residents. Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site 	\$5,479.50
Total Year 4 Funding for Marysville JUSD		\$29,300

TERMS OF PAYMENT:

Marysville Joint Unified School District will invoice Project Co-STARS no more frequently than quarterly for actual costs of time committed to project not to exceed budgeted amounts above. Actual salary and benefit costs will be used based on percentage of time committed to project.

Invoices to be sent to:

Joleen Barnhill, Analyst
Office of Research and Sponsored Programs
CSU, Chico
Chico, CA 95929-0870

Confidential Pricing Agreement

November 05, 2012

[Quote # 200285]

3-Year Teacher Effectiveness System ("TES"), PD 360, Common Core 360, and Observation 360 Purchase and Pricing Agreement for Marysville Joint Unified

TES is a suite of products that utilize web-based, on-demand professional learning resources that support you in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. Full use and implementation of TES may take time; therefore, this proposal is your assurance of pricing for at least three years to promote proper implementation and maximum return on investment. Additionally, Observation 360 is a handheld observation tool that is tightly integrated with PD 360 and is built for the iPad or iPod Touch and also is available as a laptop web-based application. It is designed to allow instructional leaders to perform effective classroom walkthroughs and have all the data sent to PD 360 upon completion of the observation.

TES Annual Licensing Pricing - Valid for 45 Days

A site license includes unlimited access for every staff member in each site to:

- The teacher and leadership pedagogy library; PD 360.
- Common Core Implementation and standards based library; Common Core 360.
- Observation 360.
- Technical support.
- Content additions twice a year, with content released in January and additional content released in July. For complete details of upcoming content, visit http://schoolimprovement.com/pd360_new_content/.
- Program software updates related to the pedagogy library.
- Facilitator guides, reporting, and administrative functionality.
- Access to the free community, groups, and colleague applications; participation in groups that require additional fees for participation are not included.

Description	Quantity	Price
TES 2 Year District Wide License (approximately \$270 per educator per year)	20	\$236,481.00
Media Appliance (as per Brian Williams-2 years)	2	\$3,990.00
Total 1st Year Invoice		\$240,471.00
<u>10% SAVINGS FROM 2 YEAR UP FRONT PRICING:</u> <u>Applicable Pricing Discounts 2 YEARS TES: \$211,290 @ 10%</u>		(-\$21,129)

Mission Critical Needs

Please list the top three Mission Critical Needs that TES is expected to address.

1. Easy Access to Researched Based Online Common Core Professional Development
2. Timely Access to Observation 360 as a **Self**-Observation and Personal Professional Development Resource
3. Support Principals in Instructional Leadership with Easy to Access, Researched Based Professional Development and Follow Through

TES TRAINING

Training is essential for educators to learn to use TES proficiently and apply the new learning in the classroom. School improvement network offers multi-modal learning opportunities. The onsite, instructor-led training option consists of four 3-hour training sessions taught over two days. It is recommended that the second day be scheduled at least 30 days after the first training day. Course offerings and modes are updated to align with product releases and to continue to leverage best-practice. Our current courses are listed below:

Level 1: Getting Started with TES (3+ hours)

Target: Develop proficiency and comfort using TES.

Purpose: Training of school leadership to roll out TES with school colleagues.

Level 2: Going Deeper into TES (3+ hours)

Target: Implement TES as the foundational tool for professional learning.

Purpose: Expand the knowledge of TES and create accountability.

On-site Coaching

Two to four 90-minute one-on-one coaching sessions for leadership teams that participated in Level 1 and Level 2 training at their school site. Coaching sessions are designed to review building level data, implementation, and goal achievement in order to build capacity and expand usage of TES.

Level 3: Creating Custom Courses & Observation 360 (optional)

A 2 to 3 hour session is available for those desiring training to create custom courses for the school or district, or how to use Observation 360, the handheld observation tool linked tightly to PD 360. This session can also include training in the use of the PD 360 Offline Player. District level leaders will learn how to download video segments for use in areas that do not have internet connectivity or lack broadband capacity to play PD 360 videos.

*If a scheduled training date is changed less than four weeks prior to the scheduled date, a \$500 cancelation change fee will be charged.

Training Dates

Please list all dates if multiple days purchased. *It is urgent to identify dates as soon as possible in order to schedule training.*

Level One TES training date(s): December 2012

Level Two TES training date(s): January 2013

Additional training date(s): February and March 2013 and as needed

TES Licensing

Term

The initial term of this Agreement shall begin, at the earliest, on the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of two (2) years (the "Initial Term"). This agreement will automatically renew for one additional one (1) year terms (a "Renewal Term" and together with the Initial Term, the "Term"), unless either party delivers written notice of its intent not to renew no later than thirty (30) days prior to the end of the then current Term.

Termination

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

Hosting Options (PD 360 Only)

The School Improvement Network media appliance is a locally installed 1U, rack-mountable appliance that delivers high quality media content in bandwidth-restricted schools. The media appliance provides plug-and-play efficiency with minimal initial setup with absolutely no intervention or management thereafter. You also have full hardware and technical support with all warranty concerns serviced entirely by School Improvement Network, at no additional charge.

School Improvement Network fully services, maintains, and supports the hardware, software, and even the warranty on the media appliance. School Improvement Network maintains ownership of the appliance at all times and commits to replacing and upgrading the appliance as necessary throughout the duration of the contract. In case of service cancellation or non-renewal, the media appliance must be returned to School Improvement Network.

The yearly cost of the media appliance and all associated services provided by School Improvement Network is \$1,995.

Requested Service Availability Date

Marysville Joint Unified would like access to TES to be ready by December 3, 2012.

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888



3-Year Purchase and Pricing Agreement

THIS PURCHASE AND PRICING AGREEMENT (the "Agreement") for access to TES is entered into as of November 05, 2012 (the "Effective Date") between the SCHOOL IMPROVEMENT NETWORK, INC. (SINET), a Utah corporation, and Marysville Joint Unified.

Payment and Invoicing Terms

SINET will invoice Marysville Joint Unified as follows:

1st Invoice - November, 2012 - US \$240,471.00

Invoicing Terms are Net 30. Delinquent balances will be assessed finance charges at the annual rate of 18%.

Invoicing Information

Shipping Information

Name:	Lennie Tate
Title:	Executive Director of Educational Services
Address:	1919 B St
City:	Marysville
State:	CA
Country:	USA
ZIP Code:	95901-3731
Phone:	(530) 741-6902
Email:	ltate@mjud.com

Billing Information Check here if same as shipping ☒

Name:	Lennie Tate
Title:	Executive Director of Educational Services
Address:	1919 B St.
City:	Marysville
State:	CA
Country:	USA
ZIP Code:	95901
Phone:	(530) 741-6000
Email:	ltate@mjud.k12.ca.us

Tax Exemption Certificate Please include state sales tax exemption certificate when submitting this document. If certificate is not present, sales tax will be assessed.

License Setup

1. New License ☒ Renewal License ☐
2. District Wide: Yes ☒ No ☐
3. Number of Sites Purchased: 20
4. Total Number of Sites: 20
5. Whitelist Completed and Verified: Yes ☐ No ☒
6. Access and Supported System Requirements Reviewed with Technical Contact: Yes ☒ No ☐
7. Client has been introduced to *their* Client Implementation Specialist: Yes ☐ No ☒
8. Preferred means of communication with Client Implementation Specialist: TBD_Phone ☐ Email ☐
9. Observation 360 Setup
 - a. Template Received: Yes ☒ No ☐
 - b. Observation Device: TBD
 - c. Admins assigned to Observation 360: Yes ☐ No ☒
10. Funding Source: Categ
11. All information is required. Please correct if included information is incorrect.

District Name:	Marysville Joint Union School District
State:	California
Start Date:	Dec. 1, 2012
Renewal Date:	December 1, 2014
Lead Purchaser Name:	Lennie Tate
Phone:	530-749-6902
Email:	ltate@mjuds.com
Assistant Lead Purchaser Name:	Kit Molinari
Phone:	530-749-6159
Email:	kmolinari@mjuds.com
PD 360 Implementation Leader Name:	TBD
Phone:	TBD
Email:	TBD
Assistant PD 360 Implementation Leader Name:	TBD
Phone:	TBD
Email:	TBD
Technical Contact Name:	TBD
Phone:	TBD
Email:	TBD
Observation 360 Contact Name:	TBD
Phone:	TBD
Email:	TBD

List schools/sites that will access PD 360 (use additional pages if necessary)

School/Site Name	TES	PD	OBS	CC	LB	# of Trainings
Central/District Office:						
1:District Office	X					<input type="checkbox"/>
2:Cedar Lane	X					<input type="checkbox"/>
3:Arboga	X					5
4:Covillaud	X					5
5:Johnson Park	X					5
6:Kynoch	X					5
7:Edgewater	X					5
8:Browns Valley	X					5
9:Cordua	X					5
10:Olivehurst	X					5
11:Ella	X					5
12:Linda	X					5
13:Dobbins	X					5
14:Yuba Feather	X					5
15:Foothill	X					5
16:McKenney	X					5
17:Yuba Gardens	X					5
18:Marysville HS	X					5
19:Lindhurst	X					5
20:No. Marysville (one site)	X					5
21:So. Lindhurst (one site)	X					
22:Abe Lincoln (one site)	X					
23:						
24:						
25:						
26:						
27:						
28:						
29:						
30:						
31:						
32:						
33:						
34:						
35:						

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

Send purchase order or check to:

Accounts Receivable
School Improvement Network
32 West Center Street
Midvale, UT 84047

Agreed and accepted:

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date by Marysville Joint Unified and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

I understand that by signing this agreement, Marysville Joint Unified School is agreeing to purchase TES per the pricing in this agreement for three years.

Marysville Joint Unified will purchase via (Check the desired option):

_____ Purchase Order Number: _____

☒ Purchase Order Number will be mailed within fourteen days

_____ Check will be mailed within fourteen days

Marysville Joint Unified

Signature: _____ Date _____

Name: Gay S. Todd, Ed.D.

Title: Superintendent

School Improvement Network

Signature: _____ Date _____

Name: _____

Title: _____

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888



Sole Source Provider

Marysville Joint Unified
1919 B St.
Marysville, CA [Field: billing_postal_code]

HOLLAND & HART



Janna J. Lewis
Of Counsel
Phone 801-799-5937
Fax 801-799-5700
jlewis@hollandhart.com
7741.0020

February 4, 2012

Re: **SOLE SOURCE OF PURCHASE**

To Whom It May Concern:

School Improvement Network has developed software entitled "PD 360", "Observation 360", "Common Core 360", "LiveBook", and "LivePlanner", each of which may only be purchased from School Improvement Network. Furthermore, the following products—when integrated with PD 360—may also only be purchased from School Improvement Network: "thereNow" cameras and software with PD 360 integration, and "Brain Honey and Buzz" with PD 360 integration. School Improvement Network and its affiliates own a portfolio of copyrights, patents, and trademarks protecting the Intellectual Property associated with PD 360, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow integration, and BrainHoney and Buzz integration, and associated video programs, examples of which Intellectual Property holdings are attached for convenient reference. These products have not been licensed to third parties for distribution, and unauthorized use is policed and prohibited. The software entitled PD 360, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow with PD 360 integration, and Brain Honey and Buzz with PD 360 integration, separately and in combination, provide training that meets the needs of educators. There are no alternative available sources in the market that integrate the PD 360 software product with the Common Core 360, Observation 360, LiveBook, LivePlanner, thereNow, Brain Honey and Buzz, unless purchased directly from School Improvement Network. School Improvement Network is the sole source vendor for PD 360, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow with PD 360 integration, and BrainHoney and Buzz with PD 360 integration, and for all of the video programs associated with PD 360 and Observation 360.

Very truly yours,

Janna J. Lewis
Of Counsel
Holland & Hart LLP

Please return to:

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

MJUSD
Personnel Dept.

OCT 29 2012

RECEIVED

October 29, 2012

Mark Allgire
Assistant Superintendent of Business Services
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Allgire:

Please accept this letter as notification of my plan to retire from Marysville JUSD effective February 1, 2013. I would like to participate in the Early Retirement Incentive Program for Insurance Benefits.

I have truly enjoyed being a part of the Nutrition Services Department for the past 15 years and working with some very exceptional people. They provide an essential service to the students in this District and I will miss them. Thank you for giving me the opportunity to lead such a great group.

Sincerely,

Mary Driscoll

Mary Driscoll
Nutrition Services Director

Cc: Mr. Ramiro Carreón
Asst. Superintendent Personnel Services

23

MJUSD
Personnel Dept.

OCT 30 2012

RECEIVED

October 29, 2012

MJUSD
1919 B Street
Marysville, CA 95901

Re: Paraeducator position/East Marysville Children's Center

To Whom It May Concern:

It is with great regret that I resign my position as teaching assistant at East Marysville Children's Center. Please consider this letter my notice of resignation. My final day will be November 9, 2012.

Thank you for this wonderful opportunity and please contact me at 530-788-2040.

Sincerely,

Alicia M. Jellsey

Alicia Jellsey

24

October 11, 2012

MJUSD
Personnel Dept.

OCT 11 2012

RECEIVED

Dear Mr. Carreon,

I am resigning my position as LRT at Kynoch School to accept a para-educator position at Kynoch School.


Julie Teesdale

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Marysville Joint Unified School District
Victor C. Lopez, Director of Construction
1919 B Street
Marysville, CA 95901

NOTICE OF COMPLETION

NOTICE is hereby given, that **Mark Allgire**, the undersigned and agent to the **Marysville Joint Unified School District**, situated in the County of Yuba, State of California, described as follows and to wit:

Site Demolition
P12-01506 Job 8087

Alicia Intermediate School – 1208 Pasado Avenue, Marysville, CA 95901

That Marysville Joint Unified School District, owner of said land, did on the **28th day of September 2011**, entered into a contract with **United Building Contractors, Inc.** for **all work related to the demolition and removal of all materials as related to permanent structures and site material, such as concrete and AC paving of the above site** upon the land above described;

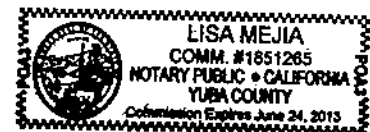
That on the **18th day of October 2012**, the said contract or work or improvements, as a whole, **was actually completed** by the said **United Building Contractors, Inc. 275 Fairchild Avenue, Suite 106 Chico, CA. 95973:**

That the name and address of all the owner's of said property are as follows:

Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901
County of Yuba, State of California

and the nature of owner's title to said property is fee simple.

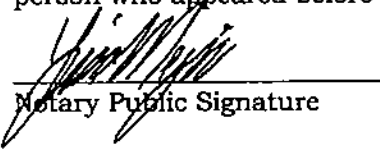

Mark Allgire
Assistant Superintendent, Business Services



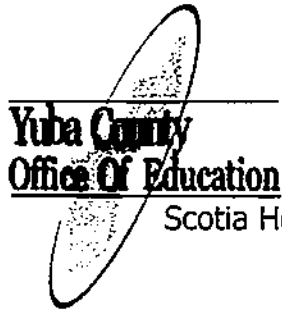
State of California

County of **YUBA**

Subscribed and sworn to (or affirmed) before me on this 5th day of November 2012 by **Mark Allgire**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Notary Public Signature

26



Scotia Holmes Sanchez, Ed.D.
Superintendent

935 14th Street
Marysville, CA 95901
530-749-4900
Fax: 530-741-6500
www.yuba.net

October 4, 2012

Dr. Gay Todd, Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

MJUSD SUPT OFFICE
OCT 08 2012
RECEIVED/lin

RE: Annual Organizational Meeting

Dear Dr. Todd,

Under the provisions of Education Code §35143, your Governing Board is required to set an annual organizational meeting 'within a 15 day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar.' Education Code §5017 provides that Board Members' terms of office begin on the first Friday of December; therefore, *the 15 day period for 2012 is December 7 - December 21, 2012, whereby officers for the Board are elected and a calendar of meeting times and places is adopted.*

Once your Governing Board has scheduled its annual organizational meeting (this should be done at a November Board Meeting), please complete and return the enclosed Scheduling of Annual Organizational Meeting form, notifying this office of the date and time of your organizational meeting. Complete and return the enclosed Certificate of Election (yellow form) *after* your annual organizational meeting (between December 7 - December 21, 2012) has been held.

Education Code §42632 & 42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders for the Board. Please complete the enclosed School Board Authorization Form at your annual organizational meeting and return the original to this office.

Also enclosed is a Statement of Facts that will need to be completed and the original returned to this office. My assistant, Maggie Nicoletti, will forward the originals to the Secretary of State and a copy to the Clerk/Recorders Office of Yuba County.

Should you have any questions regarding this information, please do not hesitate to contact Maggie at 749-4854. I would appreciate you sending all required documentation to her attention.

Thank you for your cooperation in these matters.

Sincerely,

A handwritten signature in cursive script, reading "Scotia Holmes Sanchez".

Scotia Holmes Sanchez, Ed.D., Superintendent
Yuba County Office of Education

Enclosures: Education Code §35143
Scheduling of Annual Organizational Meeting
Certificate of Election
School Board Authorization Form
Statement of Facts

Education Code Section 35143

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: Scotia Holmes Sanchez, Superintendent
Yuba County Office of Education
935 14th Street
Marysville, CA 95901

FROM: Marysville Joint Unified School District

The annual organizational meeting of this district has been set for:

Date: 12/11/12

Time: 6:30 p.m.

Place: MJUSD Board Room

This action was taken during the regular meeting *immediately preceding* December 7, 2012.

I hereby certify that 15 days prior to this date all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Gay Todd

Title: Superintendent

Date: 11/13/12

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2012-13/19

AMENDMENT TO RESOLUTION 2012-13/06

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2012-13 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2012-13 school year.

INCOME:

CSPP-2674	12-5025-0- - -8290- -9210	\$ 65,046.00
	12-5025-0- - -8290- -9210	\$ 35,787.00
	12-6105-0- - -8590- -9210	\$1,288,804.00
	12-6105-0- - -8590- -9210	\$ 98,378.00
CCTR-2349	12-5025-0- - -8290- -9201	\$ 52,024.00
	12-5025-0- - -8290- -9201	\$ 28,622.00
	12-6105-0- - -8590- -9201	\$ 78,685.00

TOTAL REVENUE \$1,647,346.00

EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES \$1,647,346.00

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2012.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

31

Jeff D. Boom
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

217A SET
F.Y. 12 - 13**Amendment 01**DATE: July 01, 2012CONTRACT NUMBER: CSPP-2674PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAMPROJECT NUMBER: 58-7273-00-2**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**
INCREASE (AB 1464)/FT&C Chg.**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2674, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,445,747.00 and inserting \$1,488,015.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 42,052.0 and inserting 43,281.4 in place thereof.

Minimum Days of Operation (MDO) shall be 175. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 42,268	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,445,747	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,488,015	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached					
		T.B.A. NO.	B.R. NO.		
		DATE			

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-2674

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -37,570	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 102,616	(OPTIONAL USE)0656 FC# 93.596 13609-7273		PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 65,046	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -20,669	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 56,456	(OPTIONAL USE)0656 FC# 93.575 15136-7273		PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 35,787	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 345,809	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 942,995	(OPTIONAL USE)0656 23038-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,288,804	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -103,484	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 201,862	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 98,378	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -141,818	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 141,818	(OPTIONAL USE)0656 24818-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 33		DATE	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13***Amendment 01*****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
INCREASE (AB 1464)/FT&C Chg.****DATE:** July 01, 2012**CONTRACT NUMBER:** CCTR-2349**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 58-7273-00-2**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CCTR-2349, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$141,184.00 and inserting \$159,331.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,107.0 and inserting 4,634.4 in place thereof.

Minimum Days of Operation (MDO) shall be 236. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 18,147	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 141,184	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 159,331	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	DATE
34					

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-2349

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 11,885	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 40,139	(OPTIONAL USE)0656 13609-7273	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 52,024	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,538	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 22,084	(OPTIONAL USE)0656 15136-7273	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,622	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -276	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 78,961	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 78,685	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 35	DATE	

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

UNIFORM COMPLAINT PROCEDURES (UCP)

This document applies to the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by a local agency of federal or state law or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation and bullying.

This document presents information about how the Marysville Joint Unified School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of harassment, intimidation and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization, who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.

Programs or activities in which the Marysville Joint Unified School District receives state or federal funding are:

- Consolidated Categorical Aid Programs
- Career Technical and Technical Education and Training Programs
- Child Care and Developmental Programs
- Child Nutrition Programs
- Safety Planning Requirements

This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

- Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).
- Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

The responsibilities of the Marysville Joint Unified School District

The Marysville Joint Unified School District has the primary responsibility to insure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation and bullying and seek to resolve those complaints in accordance with our UCP procedures.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption.

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

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

Name or Title: Assistant Superintendent/ Personnel Services or designee

Address: 1919 B Street, Marysville CA 95901

Phone Number: (530) 749-6144

We ensure that the person above, who is responsible and/or investigates, is knowledgeable about laws/programs that he/she is assigned to investigate.

We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

A copy of this UCP complaint policies and procedures document shall be available free of charge.

Filing a complaint with the Marysville Joint Unified School District

Except for Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation and bullying, an individual, public agency or organization may file a written complaint with our district superintendent or his/her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.

An investigation of alleged unlawful discrimination, harassment, intimidation and bullying shall be initiated by filing a complaint no later than six months from the date of the alleged obtained knowledge of the facts of the alleged discrimination, harassment, intimidation and bullying. The time for filing may be extended in writing by our district superintendent or his/her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by the superintendent or his/her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he/she has personally suffered unlawful discrimination, harassment intimidation and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation and bullying prohibited by this part.

An investigation of a discrimination, harassment, intimidation and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in the accordance with our UCP policies and procedures and prepare a written decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

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

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Marysville Joint Unified School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We shall issue a decision based on the evidence. The decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem-solving activity whereby a third party assists the parties in the dispute to resolve the complaint.

State and Federal Laws cited:

1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
2. California Code of Regulations [CCR] Title 5 §§ 4600-4687
3. California Code of Regulations [CCR] Title 5 § 4610(b)
4. California Code of Regulations [CCR] Title 5 § 4622
5. California Code of Regulations [CCR] Title 5 §§ 4630-4631
6. California Education Code [EC] §§ 200, 220, 262.3
7. California Education Code [EC] § 262.3(d)
8. California Education Code [EC] § 35186
9. Government Code [GC] §§ 11135, 11138

Marysville Joint Unified School District

Resolution 2012-13/20

**DECREASING FEES ON DEVELOPMENT PROJECTS PURSUANT TO
GOVERNMENT CODE SECTION 65995
LEVEL 2**

WHEREAS, Education Code section 17620 authorizes school districts to impose certain fees as set forth in Government Code section 65995 *et seq.* to finance the construction and reconstruction of school facilities, and;

WHEREAS, under Senate Bill 50 ("SB 50"), the Leroy F. Greene School Facilities Act of 1998 (chapter 407, Statutes of 1998), Government Code section 65995.5 provides that in lieu of a residential fee imposed under Government Code section 65995, subdivision (b) (1), a school district may impose alternative fees on new residential construction in amounts calculated pursuant to Section 65995.5, subdivision (c) and 65995.7; and

WHEREAS, pursuant to Government Code section 65995.5, subdivision (b), the District is currently levying a fee of **\$4.41** per square foot of assessable residential construction, and;

WHEREAS, pursuant to Government Code section 65995.5, subdivision (b), in order to be eligible to impose fees in these alternative amounts, the school district is required to do all of the following: (1) make a timely application to the State Board of Allocation ("SAB") for new construction funding and be deemed by SAB to meet the eligibility requirements for new construction funding; (2) conduct and adopt a School Facilities Needs Analysis pursuant to Government Code section 65995.6; and (3) satisfy at least two of the requirements set forth in subparagraphs (A) to (D) inclusive of Government Code section 65995.5, subdivision (b) (3), and;

WHEREAS, the District has conducted a School Facilities Needs Analysis as specified by Government Code section 65995.5.

NOW, THEREFORE, BE IT RESOLVED that the Board makes the following findings:

1. The District has been determined by the State Allocation Board to meet the eligibility requirements for new construction funding.
 - a. The District has satisfied the requirements of Government Code section 65995.5, subdivision (b)(3)(C)(ii), in that the District has issued debt or incurred obligations for capital outlay in an amount greater than fifteen percent (15%) of its local bonding capacity.
 - b. In addition, the District meets the requirement of Government Code section 65995.5, subdivision (b) (3) (D), in that at least twenty percent (20%) of the teaching stations within the District are relocatable classrooms.
 - c. General Obligation bond in past four years with at least 50% yes vote
2. The District has conducted a School Facilities Needs Analysis consistent with the requirements of Government Code section 65995.6 whereby the District has determined the need for school facilities to accommodate unhoused pupils that are attributable to projected enrollment growth from the development of new residential units over the next five (5) years.
3. The District's School Facilities Needs Analysis results in a maximum alternative residential fee of **\$4.24** per square foot of assessable residential construction.

4. The purpose of the alternative Level 2 fees is to provide school facilities for unhoused students that will be generated as a result of the construction of new residential units in the District over the next five (5) years.
5. The alternative Level 2 fees must be used exclusively for the school facilities identified in the District's School Facilities Needs Analysis consistent with Government Code section 65995.5, subdivision (f).
6. There is a reasonable relationship between the need for school facilities and the type of development on which the fees are imposed because, as set forth in the District's School Facilities Needs Analysis, the construction of new residential units generates students that cannot be housed without additional facilities in that the District currently lacks facility capacity to house significant numbers of existing students in grades kindergarten through twelfth grade.
7. There is a reasonable relationship between the use of the fees and the types of development projects on which the fees are imposed in that new residential units of all types generate students who will attend the District schools, these students cannot be housed by the district without the construction of additional facilities, and the fees will be solely expended to finance these new additional facilities.
8. There is a reasonable relationship between the amount of the fees and the cost of the facilities attributable to the construction of new residential units on which the fees are imposed in that the square footage of all types of residential units has a direct relationship to the number of students generated and, thus, to the facilities which the District must add to accommodate these students.

BE IT FURTHER RESOLVED, that the Board conducted a noticed public hearing at a board meeting on November 13, 2012 at the District Office 1919 B Street Marysville, CA. 95901 at which time information contained in the District's School Facilities Needs Analysis was presented, together with the District's responses to all written comments received regarding the School Facilities Needs Analysis. The Board hereby adopts the School Facilities Needs Analysis and incorporates its School Facilities Needs Analysis herein by reference; and

BE IT FURTHER RESOLVED, that the Board hereby establishes an alternative Level 2 Fee of **\$4.24** per square foot of new residential construction; and

BE IT FURTHER RESOLVED, that in the event the State Allocation Board is no longer approving apportionments for new school construction and the State Allocation Board provides written notice to the Secretary of Senate and the Chief Clerk of the Assembly of the determination that funds are no longer available, this Board, after consultation with building and development industry representatives, shall consider whether to impose Level 3 fees and if so, the amount and effective date for such Level 3 fees; and

BE IT FURTHER RESOLVED, that the District has established a separate Developer Fee Fund, Level 2 Fees in which all Level 2 fees collected pursuant to this Resolution, along with any interest income earned therein, shall be deposited in order to avoid any commingling of the fees with other fees, revenues and funds of the District, except for temporary investments, and that the District is authorized to make expenditures or to incur obligations solely for the purposes for which the fees are collected, which the Governing Board hereby designates to be those purposes permitted by any applicable law; and

BE IT FURTHER RESOLVED, that the District will review the above-mentioned Developer Fee Fund, Level 2 Fees on a fiscal year and five year basis in accordance with Government Code section 66001 and 66006; and

BE IT FURTHER RESOLVED, that if the District has unexpected or uncommitted fees within five (5) years of collection, the District will make required findings or refund the fees as set forth in Education Code Section 17624; and

BE IT FURTHER RESOLVED, that should the conditions set forth in Government Code section 65995.7, subdivision (a), occur such that this Board, after consultation with building and development industry representatives, acts to establish Level 3 fees on new residential construction and, thereafter, should the District receive funds from state sources for the facilities constructed with said Level 3 fees, the District shall, consistent with Government Code section 65995.7, subdivision (b), offer to negotiate an agreement with any person subject to said Level 3 fees regarding the amount to be reimbursed to that person from available state funds; and

BE IT FURTHER RESOLVED, that the alternative Level 2 fees established pursuant to this Resolution are not subject to the restriction contained in subdivision (a) of Government Code section 66007, and that no building permit shall be issued for any development absent certification of compliance by the development project with the fees imposed pursuant to this Resolution; and

BE IT FURTHER RESOLVED, that the Superintendent give notice to all cities and counties with jurisdiction over the territory of the District of the Board's action by serving a copy of this Resolution, the supporting documentation and a map indicating the areas subject to the Level 2 alternative fees on each agency and requesting that no building permits or, for manufactured homes, certificates of occupancy, be issued on or after the date of this Resolution without certification from the District evidencing compliance with the District's Level 2 alternative fees as specified herein.

PASSED AND ADOPTED THIS 13th DAY OF NOVEMBER 2012.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Todd
Superintendent of Schools

Jeff Boom
President to Board of Trustees

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
1919 B Street
Marysville, CA 95901
530.741.6000

J
A
N
U
A
R
Y

School Facilities
Needs Analysis
for
Marysville Jt. Unified
School District

Gay S. Todd
Superintendent

2
0
1
2

Prepared by:
SchoolWorks, Inc.
6815 Fair Oaks Blvd., Suite 3
Carmichael, CA 95608
(916) 733-0402
(916) 733-0404-Fax
www.SchoolWorksGIS.com



Facility Problem Solvers

Table of Contents

Chapter 1:	Executive Summary	1
Chapter 2:	Context and Legal Requirements	2
A.	History and Context of SB 50 School Facility Fees	2
B.	Legal Requirements to Impose Alternate Fees	3
Chapter 3:	Data Used in Analysis	5
A.	Pupil-per-Home Yield Rates	5
B.	Housing Projection for Next Five Years	6
C.	Enrollment from New Housing in Five Years	6
D.	Capacity and Space Available for Students from New Residential Units	8
E.	State Construction Grant Amount for Unhoused Pupils from New Housing	10
F.	Site Acquisition and Site Development Grant Allowance	10
G.	Projects to be Financed with Level 2 and/or Level 3 Fees	12
Chapter 4:	Calculation of Level 2 Fee	13
A.	Reduce Cost by Other Available Funds, Including Owned Sites	14
B.	Collection of Level 3 Fees if State Funds Are Not Available	15
Chapter 5:	Nexus Between Fees and Projects Subject to Fees	16
A.	Procedural Requirements for School Facility Fees	16
B.	Background and Current Conditions in the District	16
C.	Specific Criteria for Levy of School Facility Fees	17
D.	Notice of Change and Time of Implementation	20
E.	Conclusion	21
Chapter 6:	Findings and Conclusions	22

Chapter 1: Executive Summary

The Marysville Joint Unified School District serves the communities of Marysville, Linda, Loma Rica, Olivehurst, Challenge, Arboga and Brownsville in Yuba County, California. The District serves students in grades kindergarten through twelve along with programs for pre-school and adults.

Enrollment in grades K-12 for the 2010-11 school year was 9,858 students at the time of the official enrollment census taken in the fall. Most schools are operating close to maximum capacity, and some schools are over design capacity and rely on portables to temporarily accommodate students. Several projects are being designed to provide additional space.

Residential development is projected to add 700 homes in the next five years. This is an average of 140 units per year.

Applying the methodology prescribed by State law for Level 2 fees (see next Section for a more detailed discussion), this School Facilities Needs Analysis finds the Marysville Joint Unified School District justified in levying a fee of **\$4.24 per square foot** on residential development subject to the fee. This fee may be applied by the District as an alternate to other School Facility Fees.

Level 3 fees, which apply when the State is no longer funding new construction projects, are determined to be justified in the amount of \$8.48 per square foot.

Expected revenues from Level 2 fees in the next five years are projected to be \$5.46 million. This fee will provide up to one-half of the cost of needed school projects, with the other half expected to be provided by the State. Additional District funds may be required to supplement these fees to provide the quality of schools required by the District's students.

Chapter 2: Context and Legal Requirements

This document, the Marysville Joint Unified School District's School Facilities Needs Analysis, exists to fulfill a statutory requirement established by the California Government Code. A school district must prepare or have prepared a School Facilities Needs Analysis (SFNA) as a prerequisite to imposing "Alternate" fees on new housing to provide funding for additional school facilities needed to accommodate students anticipated from those new homes.

The SFNA is not used to justify other forms of fees or mitigation agreements, and is not a facilities plan or financing study for the school district. Its purpose is narrowly defined and this document should be used only to fulfill statutory requirements for the stated fees.

A. History and Context of SB 50 School Facility Fees

Senate Bill 50 (SB 50)¹ was passed during the 1998 session of the California Legislature as a comprehensive restructuring of the state's school facility construction and funding process. Parts of the legislation became effective when the state's voters approved Proposition 1-A, a \$9.2 billion school and university construction/modernization bond².

SB 50 also changed the legal process whereby builders of new homes could be required to pay for new or expanded schools to serve the new homes. A spectrum of local ordinances, policies, and requirements were largely replaced with a statewide, three-tier system. In this new system, tiers or levels are:

Level 1: similar to 1986 fee structure, now \$2.97 per sq. foot³

Level 2: up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests⁴ (assumes State pays other 50% of cost)

Level 3: same as Level 2, but includes State's 50% share only when the State declares it is out of funds for new construction⁵

Level 2 and 3 fees are new grants of authority to school districts, but are counterbalanced by a firm prohibition on other local fees and other requirements on housing developments. Level 2 and 3 fees are referred to by the Legislation as "Alternate" fees.

¹ Chapter 407, Statutes of 1998

² Statewide Proposition 1-A, November 3, 1998

³ Rate effective January 30, 2008

⁴ See Calif. Government Code Section 65995.5

⁵ See Calif. Government Code Section 65995.7

A significant change with the current fee program is the local school district's ability, if it meets the eligibility tests, to impose a Level 2 fee without involving the city or county having control of land use approvals within the school district.

Many other changes to the school building process occurred with passage of SB 50 and Proposition 1-A. This report focuses only on fees, but these changes should be viewed in the context of the amended system.

B. Legal Requirements to Impose Alternate Fees

For a school district to impose Level 2 or 3 fees, it must meet a number of eligibility tests specified in SB 50. The Marysville Joint Unified School District has satisfied these requirements, including:

- 3b: Successful local bond
- 3c: Over 15% debt
- 3d: Number of portable classrooms was 242 out of 583 classrooms (41.5%).

1. Apply for New Construction funding to establish a baseline capacity

The Marysville Joint Unified School District has submitted its documents to OPSC for new construction and has had its eligibility baseline established. The District will apply for new construction funding as projects arise.

2. Be eligible for New Construction funding

The Marysville Joint Unified School District has been determined by the Office of Public School Construction and the State Allocation Board to be eligible for new construction funding.

3. Satisfy two of the four following tests:

- a. Have substantial enrollment⁶ on Multi Track calendar,
- b. General Obligation bond in past four years with at least 50% yes vote,
- c. Have issued debt or incurred obligations used for capital outlay equal to 15% of district's bonding capacity⁷,
- d. Use relocatable (portable) classrooms for at least 20% of the district's total classrooms.

⁶ Generally defined as 30% of the District's K-6 enrollment; special rules for 9-12 districts.

⁷ If the debt includes landowner-voted Mello Roos debt approved after 11/4/98, then the threshold level is 30% rather than 15%.



The Marysville Joint Unified School District satisfies at least two of these four tests:

(b) A General Obligation bond election held in November 2008 received more than 50% "yes" vote (62.4% yes).

(c) The existing capital facility debt is over 15% of the bonding capacity. The bonding capacity is \$88,145,295 and the debt is \$99,414,559.

(d) More than 20% of the District's total classrooms have been determined by criteria of the Office of Public School Construction to be "portable" classrooms.

4. Prepare a School Facilities Needs Analysis

The Marysville Joint Unified School District caused this School Facilities Needs Analysis to be prepared for review and adoption by the Board of Trustees.

5. Follow the procedures and process identified in State law.

The Marysville Joint Unified School District will follow the adoption process and procedures as specified in state law.

Chapter 3: Data Used in Analysis

This Chapter presents the data used to calculate the fee. Chapter 4 contains the actual calculation. Many of these data elements are prescribed in state law and are presented as required.

Data elements to be reviewed include:

- A. Historic pupil-per-home yield rates.**
- B. Housing projection for the next five years.**
- C. Enrollment from new homes built in the next five years.**
- D. Available capacity in existing schools.**
- E. Grant amount per pupil.**
- F. Site Acquisition and Site Development allowances.**

A. Pupil-per-Home Yield Rates

SB 50 prescribed how pupil-per-home yield rates are to be calculated for a SFNA. The method is to identify homes built in the past five years that are similar to homes expected to be built in the projection period (the next five years).

Yield rates are to be calculated separately for elementary, middle and high school students. Yield rates are calculated for each of the three identified housing types (single family detached, single family attached, multi-family/apartment) or as a combined rate depending on the data available from the permits.

The homes built in the District during the past five years was matched with the data base of students enrolled to determine these yield factors. The addresses for the housing units were compared to the student data for 2010/11. The method was to identify as many new homes built within the five year window that could be mapped in the GIS program. Homes not yet occupied were excluded as these are too new to be representative of long-term conditions.

Data is presented as required by grade level group. All housing types have been combined since only one fee may be assessed for all residential development types and the type of housing unit was not tracked on the permit.

Pupil-per-Home yield results:

	K-6	7-8	9-12	Total
All Types	0.302	0.072	0.177	0.551

A review of the residential permits paid over the past five years indicated the average size of a new dwelling unit was 1,840 square feet.

B. Housing Projection for Next Five Years

As required by SB 50, new housing units have been projected for the next five years. Data from city and county planners have been used to make the projection shown below along with a review of the historic construction rates.

**New Residential Units in the Next Five Years
(2011-12 through 2015-16)**

Dwelling Type	<u>5 Year Total</u>
All Types	700

The District has experienced an average new residential construction rate of approximately 139 units per year for the past 5 years totaling 695 homes. Projecting the average rate forward and adjusting for an economic slowing, we would expect that only 700 units of residential housing will be built within the District boundaries over the next five years. These projections are estimates and precise numbers in a given year will vary.

C. Enrollment from New Housing in Five Years

Multiplying the number of new homes by the pupil-per-home yield rate gives the expected number of pupils from the new homes to be built in the next five years. This approach, which is prescribed in State law, has certain limitations: first, the yield rate is likely to be lower as new homes typically have fewer students soon after construction than will be seen after the neighborhood is established, and second, the five year window minimizes the need for intermediate and high school facilities which often need more than five years of enrollment growth to require a full size facility. As a result, the formula under SB 50 generally understates a school district's long term need.

SB 50 allows a five year projection to be utilized to determine the number of projected students from new residential development. Using this methodology, the District has projected the number of new housing units for the next five years and multiplied by the yield factors to determine an estimate of students to be projected from new housing.

**Marysville Joint Unified School District
New Students Projected by Grade Level
For Development Through 2016**

Grade Level	Student Yields for New Residential Dev.	Enrollment Projections
Single Family		700 Units
K-6	0.302	211
7-8	0.072	50
9-12	0.177	124
Total		385

D. Capacity and Space Available for Students from New Residential Units

As calculated by the State's prescribed methodology on form SAB 50-02 and then adjusting for the projects constructed since the baseline was established, a total of 10,587 spaces exist in the District's schools as shown below.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT Capacity of Existing Facilities						
		<u>K-6</u>	<u>7-8</u>	<u>9-12</u>	<u>SDC</u>	<u>TOTAL</u>
SB50 Baseline:		5,325	1,485	2,241	377	9,428
Completed Projects	Project #	Capacity Added/Grants Funded				
South Lindhurst Continuation High	1	0	0	18	0	18
Lindhurst High	2	0	0	22	0	22
Arboga Elementary	3	67	0	0	0	67
Ella Elementary	4	73	0	0	0	73
Olivehurst Elementary	5	115	0	0	0	115
Johnson Park Elementary	6	37	0	0	0	37
Dobbins Elementary	7	24	0	0	0	24
Loma Rica Elementary	8	50	0	0	0	50
McKenney Intermediate	9	0	27	0	0	27
Kynoch Elementary	10	50	0	0	0	50
Cedar Lane Elementary	11	110	0	0	0	110
Linda Elementary	12	84	0	0	0	84
Covillaud Elementary	13	13	0	0	0	13
Kynoch Elementary	14	50	0	0	0	50
Lindhurst High	15	0	0	44	0	44
Arboga Elementary	16	66	0	0	0	66
Browns Valley Elementary	17	160	0	0	0	160
Dobbins Elementary	18	65	0	0	0	65
Edgewater	19	325	0	0	0	325
Yuba Gardens Intermediate	20	0	256	0	0	256
McKenney Intermediate	21	36	73	0	0	109
Lindhurst High	22	0	0	378	0	378
Marysville High	23	0	0	378	0	378
Totals for Completed Projects		1,325	356	840	0	2,521
Sub-Totals		6,650	1,841	3,081	377	11,949
Alicia Closure (33 CR)		-275	-594	0	0	-869
Portables Demolished (19 CR)		-250	-54	-189	0	-493
Adjusted Totals		6,125	1,193	2,892	377	10,587

The District capacity has been adjusted for the loss of classroom space at its various sites. Alicia Intermediate was closed due to health and safety reasons. Various aging buildings (mostly portables) have been demolished as they were no longer usable for classroom space. This included one at Cedar Lane, seven at WT Ellis, two at McKenney, four at Browns Valley, two at Yuba Gardens and three at Johnson Park. The District has removed and replaced additional buildings which have been accounted for as they were included in the State projects listed in the table.

After determining the enrollment, the number of students must be compared to the District's existing capacity based on the "baseline" capacity total used when applying for state new construction funds. The difference between the students and existing capacity is the "space available". The "unhoused students" generated from the new housing developments are those that remain after accounting for any space available and used to calculate the allowable Level 2 and Level 3 Fees.

Marysville Joint Unified School District
Unhoused Students from Development Through 2016

Grade Level	Students From New Housing	Total Enrollment through 2016	Space Needed	Capacity per SB 50	Space Available	Net Unhoused Students
	[1]	[2]	[3]	[4]	[5]	[6]
K-6	202	6,222	6,020	6,125	0	202
7-8	48	1,531	1,500	1,193	0	48
9-12	119	2,461	2,868	2,892	0	119
SDC	16	462	446	377	0	16
Total	385	10,676	10,834	10,587	0	385

- [1] Projected added enrollment through 2016 based on planned residential development.
- [2] Based on SAB 50-01 methodology with 700 housing units.
- [3] Space needed within existing facilities to house students living in existing housing units.
- [4] Based on SB 50 methodology of capacity calculation.
- [5] Space available for students from new developments
- [6] Net unhoused students in 2016 due to new housing developments.

The "Total Enrollment through 2016" shown in this table is for information purposes only. It shows the projected enrollment in five years based on the cohort survival methodology and adjusts for the projected impact of the new housing developments. It is not a demographics based analysis.

The "Space Needed" is determined based on a more complex analysis of the District's current, past and projected enrollments independent of any new housing units. For each grade grouping, the maximum enrollment is shown during the past four years and the next five years. The result is the number of seats that need to be reserved for students from the existing housing units in the District. This insures adequate seats will be available for the housing units that are already existing within the District. The current and past enrollments are shown on the SAB 50-01 which is included in the appendix.



The "Capacity per SB50" summarized in this table is from the calculations done on the previous page and is based on State loading standards.

The "Space Available" is determined by comparing the "Seats Needed" to the "Capacity per SB50". If the District has excess capacity, then those seats will be used to reduce the number of unhoused students projected from new developments. The Total Space Available is assumed to be zero since the total district capacity is less than the total space needed. The extra 105 K-6 seats and 24 9-12 seats would be filled by the extra 307 7-8 students and 69 SDC students.

The result of this table is the "Net Unhoused Students" which will be used to determine the costs of the facility needs. Therefore, of the 385 new students projected from new developments, there are 385 (100.0%) that will need to be housed in new facilities.

E. State Construction Grant Amount for Unhoused Pupils from New Housing

When calculating the Level 2 and Level 3 Fees, the number of projected unhoused students is multiplied by the State's new construction grant amount. Those amounts which are shown below are updated annually by the State Allocation Board each January.

The following chart assumes that 4.33% of the new student population generated from new housing units will consist of special education students. This is equal to the current ratio of students who are enrolled in special education classes.

Grant Amounts Projected for Unhoused Students

<u>Grade Level</u>	<u>Students</u>	<u>Allowance</u>	<u>Grant</u>
K-6	202	\$9,276	\$1,873,752
7-8	48	\$9,834	\$472,032
9-12	119	\$12,473	\$1,484,287
SDC	16	\$17,477	\$279,632
TOTALS	385		\$4,109,703

The cost per student amounts include State funded allowances for required fire alarm, sprinkler requirements and labor compliance for new school projects as of January 2011.

F. Site Acquisition and Site Development Grant Allowance

1. Eligible Site Acquisition Costs

When calculating the Level 2 and Level 3 fees, the grant totals listed above are added to half the estimated site acquisition costs that are projected for the next five years, and eligible site development costs. The following table shows the total acres needed based on the CDE (California Department of Education) standards for site sizes.

Site Needs

Average Size Schools

	<u>Acres</u>	<u>Students</u>	<u>Projected Unhoused Students</u>	<u>Equivalent Sites Needed</u>	<u>Site Acres Needed</u>
Elementary	15	900	202	0.22	3.37
Middle	25	1000	48	0.05	1.20
High	50	1875	119	0.06	3.17
TOTAL					7.74

For purposes of calculating the Level 2 fee, the District will need 7.74 acres of additional land. The site costs are based on acquisition at \$65,128 per acre for sites useable for school purposes based on Department of Education standards. The total site cost is projected to be \$504,089. The total amount included for 50% of the total site acquisition costs is \$252,045. The land values were determined by looking at vacant land prices currently available for sale as shown in the next table.

<u>Address</u>	<u>Price</u>	<u>Acres</u>	<u>Price/Acre</u>	<u>Source</u>
1647 Hammonton Smartville Rd, Marysville, CA 95901	\$1,250,000	18.83	\$66,383	realtor.com
Feather River Blvd, Marysville, CA 95901	\$1,203,660	22.29	\$54,000	realtor.com
3243 Rancho Rd, Marysville, CA 95901	\$750,000	10	\$75,000	realtor.com
Total	\$3,203,660	51.12	\$65,128	

2. Eligible Site Development Costs

SB 50 allows the inclusion of site development costs in the fee calculation. These costs are limited to one half of the actual or estimated service site improvements, off site improvements and utility costs which would be allowed by the State Allocation Board. These improvements can include applicable drainage, utility and road improvements. In addition, the SAB now has a grant that provides for general site development costs for new sites, which is based on a per-acre value, in addition to a percentage of the project's pupil grant allowance.



The development costs were derived from historical project costs funded by the State. The average amounts totaled \$196,099 for elementary, \$184,490 for junior high and \$215,137 per acre for high school sites. The total need is for 7.74 acres developed at a cost of \$1,564,224. The 50% eligible site development costs that can be included in the Level 2 computation totals \$782,112. The recent changes that allow for general site development costs amount to \$311,022 for the 7.74 acres that need to be developed. The following figure summarizes the site acquisition and development costs.

COST OF SITES NEEDED

	Acres To Be Bought	Land Cost/Acre	Land Cost	Development Cost/Acre	Dev. Cost	TOTAL SITE NEEDS
Elementary	3.37	\$65,128	\$219,481	\$196,099	\$660,852	\$880,333
Middle	1.20	\$65,128	\$78,153	\$184,490	\$221,388	\$299,541
High	3.17	\$65,128	\$206,455	\$215,137	\$681,984	\$888,439
Totals	7.74		\$504,089		\$1,564,224	\$2,068,314
		50%	\$252,045		\$782,112	\$1,034,157

General Site Development

	Acres	Allowance/ Acre	Base Cost	% Allowance	Added Cost	Total Cost
Elementary	3.37	\$14,808	\$49,903	6%	\$112,425	\$162,328
Middle	1.20	\$14,808	\$17,770	6%	\$28,322	\$46,092
High	3.17	\$14,808	\$46,941	3.75%	\$55,661	\$102,602
Totals	7.74					\$311,022

The column showing the "Added Cost" was determined by multiplying the percentage allowance by the base pupil grant funding allowance.

G. Projects to be Financed with Level 2 and/or Level 3 Fees

Fees collected in the next five years will be spent on known and future school construction projects. Projects may include but are not limited to the following:

1. New schools
2. New classrooms at existing schools
3. Additional support facilities at existing campuses to accommodate increased enrollments
4. Portables used for interim housing needs
5. Modernization and Reconstruction of existing facilities

6. Land for new schools

As provided by State law, fees may be used for the reasonable administrative costs of collecting the fees, and for legal and other costs of justifying and imposing the fees.

Chapter 4: Calculation of Level 2 Fee

This Chapter applies the data identified above and calculates the fee justified. The process follows requirements of SB 50 as enacted in the Government Code and Education Code.

After figuring the aggregate projected costs, the total was divided by the number of projected residential units to derive the per-unit cost. After dividing the per-unit cost by the average square footage for the average residential unit, the per square foot assessment amount was established. Based on these calculations, the Level 2 fee within the Marysville Joint Unified School District for the next 12 months is calculated to be \$4.24 per square foot, for residential units.

Marysville Joint Unified School District SB 50 Fee Determination

Grade Level	Base Need			Land Acquisition & Site Development			Total Need
	Unhoused Students	Cost per Student	Total Cost	Land Acquisition	Site Development	Total Land & Site Dev.	
		[1]		[2]	[3]	[4]	
K-6	202	\$9,276	\$1,873,752	\$109,740	\$492,754	\$602,494	\$2,476,246
7-8	48	\$9,834	\$472,032	\$39,077	\$156,786	\$195,862	\$667,894
9-12	119	\$12,473	\$1,484,287	\$103,228	\$443,594	\$546,822	\$2,031,109
SDC	16	\$17,477	\$279,632	\$0	\$0	\$0	\$279,632
Totals	385		\$4,109,703	\$252,045	\$1,093,134	\$1,345,179	\$5,454,882

New Housing Unit Area

Unit Type	Number of Units	Area per Unit	Total Area	Level 2 Fee \$ /Sq. Ft.
All	700	1,840	1,288,000	\$4.24
Totals	700		1,288,000	

[1] Cost per student per SB 50 allowance for new construction projects.

[2] Equals one half of the estimated land acquisition costs.

[3] Equals one half of the estimated site development costs including general site development costs.

[4] Total cost assumes 7.74 acres to be acquired.

Average Site Costs: \$65,128 per acre for acquisition

The grant amounts shown include the amounts allowed by OPSC for fire alarms and sprinklers as of 1/26/2011.



A. Reduce Cost by Other Available Funds, Including Owned Sites

SB 50 requires that the cost of serving students from new housing be reduced by other available local funds. The Marysville Joint Unified School District potentially has several such sources of funds.

1. Fees on Senior Housing, Residential Additions, and Commercial/ Industrial Projects

Fees collected on senior housing, residential additions, and commercial or industrial development projects must be used to reduce the Level 2 fee amount, unless the fees are committed to other projects.

The District has applied these revenues to pay the lease cost of portable classrooms that provide space for students from existing housing that accommodates workers in the senior housing projects, residential additions, or commercial/ industrial projects. By entering into such lease agreements, the Governing Board has not dedicated these funds to facilities necessitated by new residential construction subject to Alternate fees⁸.

2. Redevelopment Pass-Thru and Other Agreements

As with the preceding paragraph, the limited funds received from Redevelopment and similar agreements are used to provide capacity for enrollment growth from existing homes plus improvements to schools not related to new housing development. These funds are not available to reduce the cost of providing facilities for students from new residential projects.

3. Voter Approved Bond Measure

District voters approved two bond measures: The first one in June of 2006 in the amount of \$37 million and the second one in November 2008 for \$47 million to modernize the community's schools and provide some new facilities. The new facilities will assist the District in replacing temporary portables and housing students from existing homes. No funds from the bond issues are available to offset costs identified in this report for students projected from future new housing.

4. Surplus Property

The District does not have any surplus property which can be used to reduce the costs of facility needs identified in this report.

⁸ See Government Code Section 65995.5 (c)(2) and 65995.5 (f).

Based on the preceding four paragraphs, there are no local funds available to reduce costs to accommodate students from future new residential development.

B. Collection of Level 3 Fees if State Funds for the New Construction Program Are Not Available.

The Marysville Joint Unified School District has the option of levying a fee approximately two times⁹ that shown above in the event state funds for new construction are not available, as provided by Government Code Section 65995.7. The mechanism for this change is contained in the District's Resolution approving adoption of Level 2 and Level 3 fees. The Level 3 fee is calculated by the preceding methodology to be:

Level 3 Fee per Square Foot: \$8.48

Level 3 fees greater than the Level 2 amount may be reimbursed if an agreement is established and State funds subsequently become available.

In certain cases, builders and buyers of qualifying affordable housing, may be eligible for State reimbursement of the difference between Level 2 and Level 3 fees.

⁹ This amount is approximate due to the formula imposed by statute.



Chapter 5: Nexus Between Fees and Projects Subject to Fees

California law allows school districts that have demonstrated a need for new or expanded school facilities to assess a fee on each building permit issued within its territory¹⁰. The fee only may be used to offset the capital cost needed to serve students from projects subject to the fee. (A small amount may be used for administering the fee program.) Other means of funding school building projects are available, and many residential developments provide funding for new or expanded schools by arrangements not based on this statutory authority.

A. Procedural Requirements for School Facility Fees

Before levying any fee, a school district or other public agency must show a connection between the fee and the project or activity that must pay the fee, and further must show that the fees will be used to alleviate a cost or burden caused by that development activity. Statutory and case law is clear that fees may not be used to address general or unrelated needs of the public agency. These justification requirements are sometimes known as the "Nexus tests" or "AB 1600" criteria. A nexus test demonstrates the linkage or closeness of the fee and its use to the activity causing the need. AB 1600 is shorthand for the procedural requirements found in the Government Code to levy any fee on a development project in California.¹¹

Later Sections of this chapter will address each of the statutory tests and evaluate whether School Facility Fees at the adjusted rate meet the necessary legal requirements. The facts and analyses in this document are presented for use by the governing board of this school district when making the findings needed to adopt a resolution levying a fee.

B. Background and Current Conditions in the District

The Marysville Joint Unified School District continues to experience enrollment growth and anticipates a significant part of this growth will result from continuing development of new homes, as discussed earlier in this report. Earlier Sections have discussed school expansion and construction projects to accommodate students from the new homes.

Combining the preceding factors has established a cost to accommodate new students from residential developments of \$8.82 per square foot, the local one-half share of which is \$4.24 per square foot. Fees under other statutes apply to commercial and senior housing projects.

¹⁰ See Calif. Education Code Section 17620 *et. seq.* and Government Code Section 65995, *et seq.*

¹¹ See Govt. Code Section 66000, *et. seq.*, also known as the Mitigation Fee Act. (Assembly Bill 1600 was the law that codified and reorganized these requirements.)

C. Specific Criteria for Levy of School Facility Fees

Various specific criteria must be satisfied to impose Level 2 and Level 3 School Facility Fees. The following discussion will show that the proposed Alternate fees meet these criteria.

1. Purpose of the Fee: Government Code Section 66001(a)(1)

School Facility Fees may be levied "for the purpose of funding the construction or reconstruction of school facilities"¹². Fees may not be used for regular maintenance, routine repair, inspection or removal of asbestos containing materials, or purposes of deferred maintenance, as defined¹³.

Level 2 and Level 3 School Facility Fees shall be used by this school district for the construction of school facilities at existing and future campuses. Specific uses were listed in Chapter 3.

2. Uses to Which the Fee will be Put: Section 66001(a)(2)

Specific uses may include but are not limited to: the design of new construction projects, acquisition of land, construction of new permanent buildings, placement of portable classrooms on a short term or long term basis, modernization and/or reconstruction projects, necessary permit and plan checking fees, testing and inspection costs, necessary furnishing and equipment, and related costs of construction projects. In addition, fees will be used for the lease of interim school facilities pending availability of newly constructed, modernized or reconstructed facilities. Fees may be used for the legal and administrative costs of establishing and administering the fee program and for planning needed new schools to serve growth areas.

Facilities that may be affected include those projects listed in Chapter 3 and all existing properties owned by the District and future sites to be acquired for school purposes.

In addition, Government Code Section 65995.5 (f) requires that "A fee, charge, dedication, or other requirement . . . shall be expended solely on the school facilities identified in the needs analysis as being attributable to projected enrollment growth from the construction of new residential units." This requirement is met by tracking the use of the fees in a specific accounting fund and is made public through an annual report to the school board that documents the use of such fees.

¹² Educ. Code 17620(a)(1)

¹³ Educ. Code 17620(a)(3)

3. **Reasonable Relationship Between Use of Fee and Type of Project on Which Fee is Levied: Section 66001(a)(3)**

For residential projects, the relationship of new homes to public school enrollment is demonstrated by the students living in the new homes. Yield data from recently built housing in the District confirms this relationship. Housing projects that prohibit occupancy by school age children typically are exempt from Level 2 or Level 3 fees¹⁴.

4. **Reasonable Relationship Between the Need for the Public Facility and Type of Project: Section 66001(a)(4)**

This Section will show (1) that additional school facilities are needed to accommodate students from projects subject to the fee, (2) the school facility construction/reconstruction projects identified are reasonable given the need created by the projects subject to the fee, and (3) that no other funding source is available or expected which will preclude the need for fees on new development projects.

a. **Need for additional school facilities**

Enrollment projections show that all existing facilities will continue to be needed to serve existing students and enrollment other than from new development. There is insufficient space available for students from residential development without planning, designing, and constructing additional school facilities.

b. **Reasonableness of the Identified Projects**

The number of students expected clearly indicates the need for new school facilities. The District has considered and rejected temporary measures such as long-term use of temporary classrooms at existing schools, converting schools to a multi-track calendar, and other means of avoiding construction that will adversely affect the existing students and the community.

c. **Alternative Funding for the Identified Projects**

Other funding sources are not available or reasonably expected for the projects needed to accommodate students from new housing. Current balances in the fee fund are pledged to current projects or paying off earlier expansion, modernization, improvement, or other projects. Voter-approved bond funds are committed to other projects, including the non-growth portion of projects listed such as replacement of existing school

¹⁴ Generally, this requires a specific deed restriction.

spaces. Other funding sources are required to meet existing non-development related facility needs, including modernization/renovation of existing schools, replacement of existing temporary classrooms, or other needs of the school district.

5. **Reasonable Relationship Between Amount of Fee and Cost of Facility Attributable to Development Paying Fee: Section 66001(b)**

This test requires that the public agency show two relationships: (1) that the amount of the fee is properly based on the portion of the needed facility that is attributable to new development, and (2) that the amount of the expected fees from new development be feasible to have the needed project financed and built.

a. **Amount attributable to residential development**

Preceding discussion has shown that new school facilities are needed to serve students expected from future new homes. The financial analysis is based on costs per pupil so that total costs may be prorated or allocated between new development and any other causes.

b. **Feasibility of funding project**

The cost of needed new facilities to serve students is greater than may be funded by fees alone. The school district will seek additional funding or reductions in cost from all sources. It is anticipated that bond funds, state funds, existing agreements with builders, other local funds, and future state reimbursement will provide sufficient funding to build the needed school projects. Funding, including borrowing based on fees expected more than five years in the future, may be used to allow projects to begin construction to better meet public needs.

6. **Fees collected for projects more than five years in future: Section 66001(d)**

It is not expected that any fees will remain unspent and held for projects more than five years after collection. School district staff will monitor requirements of this Section through their annual reports on fees collected and spent.



7. Fees that are conditions of approval: Section 66005(a)

This Section requires that fees imposed as a condition of approval of a development or a development project not exceed the "estimated reasonable cost of providing the service or facility for which the fee or exaction is imposed". Fees levied for school facility purposes by this school district are based on the actual cost of needed facilities and will not exceed the estimated reasonable cost of the facilities for which they are imposed.

8. Time of payment of School Facility Fees: Section 66007

School Facility Fees for this school district will be collected, absent other arrangements, prior to issuance of a building permit. An account has been established, ongoing appropriations have been made of funds for planning, design, or construction of needed facilities, and a proposed construction schedule or plan has been adopted. Except as modified by other documentation of the school district, the construction schedule for the needed school facilities identified in this plan will be within the next five years.

9. Exemption for project to replace damaged buildings due to a Natural Disaster: Govt. Section 66011 and Education Code Section 17626

This school district will not levy fees on projects statutorily exempt as replacements for structures damaged or destroyed by a natural disaster as determined by the Governor.

10. Fees on Commercial, Industrial, and Agricultural Projects: Education Code Sections 17621, 17622

This Section does not apply as Level 2 or Level 3 fees are not imposed on commercial, industrial, or agricultural construction projects.

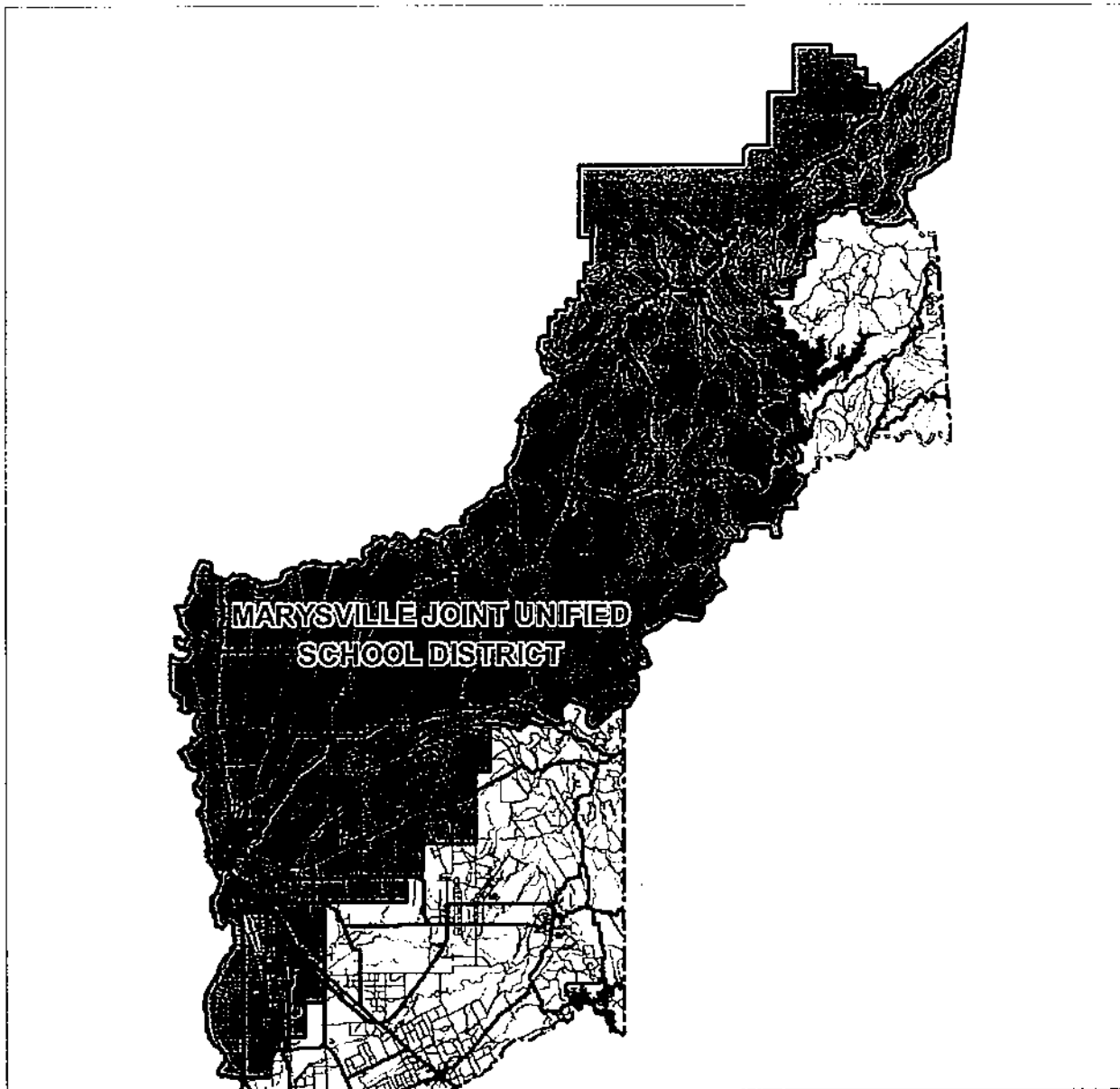
D. Notice of Change and Time of Implementation

Following action of the governing board to adopt a resolution establishing rates for Level 2 and Level 3 fees, staff will transmit a copy of the resolution and a map of the District's boundaries to the planning/building departments of the county and all cities which are served by the District informing those agencies of the revised amounts and the effective date of the new fees. The effective date of the fees shall be immediately upon action of the Governing Board¹⁵.

¹⁵ See Government Code Section 65995.6(f).

E. Conclusion

Compliance with the preceding nexus requirements establishes that the Marysville Joint Unified School District is eligible to impose these fees authorized by State law. The following map shows the geographic area for which the District is authorized to collect these fees.



Chapter 6: Findings and Conclusions

Based on the preceding analysis, the following Conclusions are submitted for the Board's review and consideration.

- A. The Marysville Joint Unified School District has applied for and been found to be eligible for New Construction funding from the State School Facilities Program.**
- B. The Marysville Joint Unified School District has completed a School Facilities Needs Analysis, and properly adopted that Analysis after providing public notice, responding to comments, and taking action as prescribed by law.**
- C. The Marysville Joint Unified School District meets at least two of the four tests required by Government Code Section 65995.5 (b)(3):**
 - a. The District has passed a bond in the last four years.**
 - b. The District has capital facility debt in an amount that exceeds 15% of the District's bonding capacity.**
 - c. The District has more than 20% of the teaching stations in the District that are relocatable classrooms.**
- D. Fees collected under authority of Section 65995.5 or Section 65995.7 shall be expended as required by statute.**
- E. The District has met necessary nexus and notice requirements.**
- F. A Level 2 "Alternate" fee is justified in the amount of \$4.24 per square foot of residential development.**

Respectfully Submitted,



Ken Reynolds
SchoolWorks, Inc.