

# **Marysville Joint USD**

## **Board Bylaw**

### **Conflict Of Interest**

BB 9270

#### **Board Bylaws**

##### **Incompatible Activities**

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

##### **Conflict of Interest Code**

The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

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

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

## Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment
5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

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

#### Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)
3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

(cf. 3430 - Investing)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

## Gifts

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

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

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

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

#### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

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

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

#### Appendix

##### Designated Positions/Disclosure Categories

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

##### Members of the Board of Trustees Superintendent of Schools

1. Persons occupying the following positions are designated employees in Category 1:

Assistant Superintendent, Personnel Services  
Assistant Superintendent, Business Services

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

- b. Investments or business positions in or income from sources which:
- (1) Are engaged in the acquisition or disposal of real property within the district
  - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
  - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

\*Principals

\*Directors/Coordinators

- Director of Child Development
- Director of Administrative Technology
- Director of Accounting & Budget
- Director of Maintenance
- Director of Nutrition Services
- Director of Purchasing, Warehouse & **Print Shop**
- Director of Facilities
- Director of Transportation
- Director of Categorical Programs
- Director of Student Services
- Executive Director of Educational Services
- Coordinator of Attendance & Discipline
- Coordinator of STARS
- Director of Program Services**

\*Athletic Directors

\*Librarians

\*Consultants

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

35239 Compensation for board members in districts under 70 ADA

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts  
82030 Definition of income  
87100-87103.6 General prohibitions  
87200-87210 Disclosure  
87300-87313 Conflict of interest code  
87500 Statements of economic interests  
89501-89503 Honoraria and gifts  
91000-91014 Enforcement

#### CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:  
18702.5 Public identification of a conflict of interest for Section 87200 filers

#### COURT DECISIONS

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655  
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

#### ATTORNEY GENERAL OPINIONS

86 Ops.Cal.Atty.Gen. 138(2003)  
85 Ops.Cal.Atty.Gen. 60 (2002)  
82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)

#### Management Resources:

##### WEB SITES

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

#### Bylaw MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: February 9, 2010

revised: January 24, 2012

revised: February 4, 2013

revised: January 28, 2014



## **CONFLICT OF INTEREST CODE FOR**

### ***The Marysville Joint Unified School District***

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the **Marysville Joint Unified School District**.

Designated employees shall file their statements with the **Marysville Joint Unified School District** who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the **Marysville Joint Unified School District**.

Dated: 2/18/98

Revised: 6/28/05

**CONFLICT OF INTEREST CODE FOR**  
*The Marysville Joint Unified School District*

The following positions are NOT covered by the code because they must file under section 87200 and, therefore, are listed for informational purposes only:

Board Members

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by section 87200.

**Designated Positions**

**Assigned Disclosure Categories**

<b>SUPERINTENDENT</b>	1
<b>CABINET</b>	1
Assistant Superintendent of Personnel Services	1
Assistant Superintendent of Business Services	1
<b>PRINCIPALS</b>	2
<b>COORDINATORS/DIRECTORS</b>	
Director of Maintenance	2
Coordinator of Attendance & Discipline	2
Director of Purchasing, Warehouse & Print Shop	2
Director of Facilities	2
Director of Accounting & Budget	2
Director of Transportation	2
Director of Nutrition Services	2
Director of Categorical Programs	2
Director of Student Services	2
<b>Director of Program Services</b>	<b>2</b>
Executive Director of Educational Services	2
Coordinator of STARS	2
Director of Administrative Technology	2
Director of Child Development	2
<b>ATHLETIC DIRECTORS</b>	2
<b>LIBRARIANS</b>	2

**CONSULTANTS\***

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Board Members may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Board Member's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Dated: 8/29/96  
 Revised: 3/3/98  
 Revised: 2/1/00  
 Revised: 2/10/04  
 Revised: 6/28/05  
 Revised: 1/16/08  
 Revised: 2/9/10  
 Revised: 1/24/12  
 Revised: 2/4/13  
 Revised: 1/28/14

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**Conflict of Interest Disclosure Categories**

**Category I**

Designated employees assigned to this category must report:

- A. Interests in real property which are located in whole or in part:
  - 1. within the boundaries of the district,
  - 2. within two miles of the boundaries of the district, or
  - 3. within two miles of any land owned or used by the district, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- B. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- C. Investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which:
  - 1. are contractors or subcontractors engaged in the performance of work or services of the type utilized by the district, or
  - 2. which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the district.

**Category 2**

Designated employees assigned to this category must report investments and business positions in business entities or income, including gifts, loans, and travel payments, from sources which manufacture, sell, or provide supplies, materials, books, machinery, services, or equipment of the type utilized by the employee's department or the district. For the purposes of this category, a principal's department is the entire school.

Dated: 11/24/92

Revised: 3/3/98

Revised: 6/28/05

**LICENSE AGREEMENT  
BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
AND  
LIFE OF CHRIST MINISTRY**

THIS LICENSE AGREEMENT ("License Agreement") is dated January \_\_, 2014 ("Effective Date") by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California ("District"), and LIFE OF CHRIST MINISTRY, a Religious Organization ("LOCM"). The District and the Life may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. The District is the owner of certain real property located at 4850 Olivehurst Avenue, Olivehurst, California, commonly known as the Ella Elementary School ("School") and more particularly described in Exhibit A, attached hereto and incorporated herein ("School Property").

B. LOCM desires to use a portion of the School Property, described in Exhibit B, attached hereto and incorporated herein (the "License Area") for driveway access to its facility.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. **License.** The District hereby grants to LOCM and its employees, contractors, representatives, and agents a license to enter onto and use the License Area for drive aisle access.

2. **License Area.** The License Area consists of the following:

2.1 **Description.** The License Area consists of approximately 3,800 square feet of property on that portion of the School Property, as depicted on Exhibit B.

2.2 **Possession.** LOCM accepts the License Area in "as-is" condition.

3. **Term.**

3.1 **Term.** The license granted to LOCM pursuant to this License Agreement ("License") shall commence on the Effective Date and shall continue for five (5) years after the Effective Date, unless sooner terminated under the terms of this License Agreement ("Term"). In the event LOCM desires to extend the Term, LOCM shall submit a written request for extension of the License Agreement to the District at least one hundred eighty (180) days, but not more than three hundred sixty five (365) days, prior to the expiration of the Term.

3.2 **Early Termination.** Each Party shall have the right to terminate this License Agreement for any reason upon sixty (60) days written notice being provided to the

other Party upon demonstrated need. District may exercise its rights under this Section 3.2 upon a demonstrated need, which shall be determined in the sole discretion of the District.

3.3 Board Approval. This License Agreement must be approved by the Board prior to its effectiveness.

4. Fee. The fee for this License shall be the sum of \$1.00 per year ("Fee"). The Fee for the first year shall be paid to the District on or before the Effective Date of the License. Each subsequent Fee payment shall be paid annually on or before the anniversary of the Effective Date.

5. Use of License Area. LOCM shall use the License Area for drive aisle access only.

6. Utilities. LOCM shall be responsible for installing, at its own expense, separate meters for water, gas and electricity necessary to service the License Area. LOCM shall pay all water, gas, electricity, and other utility costs in connection with the use of the License Area.

7. Landscaping and Use of Chemicals. LOCM shall not disturb or destroy any of the existing landscaping on the License Area, including but not limited to the soil, trees, plants, shrubs, and flower beds, without prior written approval from the District, which approval may be granted or withheld in District's sole discretion. LOCM shall not use any pesticides, insecticides, chemicals or other household or commercial products used to control or terminate insects, ants, termites, rodents or other infestations on the License Area. LOCM shall immediately notify the District in writing in the event LOCM determines the License Area requires any form of treatment or repair for such infestations.

8. Maintenance of License Area. LOCM shall be responsible for the care and maintenance of the License Area, including but not limited to landscaping the area and maintenance of all utilities in the License Area. LOCM shall maintain the License Area free and clear of trash and other nuisances. LOCM shall not modify the License Area or any existing improvements on the License Area in any way without the prior written consent of District.

9. Permits, Licenses and Approvals. LOCM shall obtain all necessary permits, licenses and approvals, at its own expense, from any governmental entity with jurisdiction over LOCM's operations. LOCM shall provide verification to District that all required permits, licenses and approvals have been obtained prior to entering and using the License Area.

10. Compliance with Applicable Laws. LOCM agrees to maintain and operate the License Area in accordance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the License Area, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time ("ADA").

11. Entry and Inspection. The District reserves the right to enter upon the License Area for the purpose of inspecting and ascertaining the condition of the License Area, and as necessary to maintain and repair the License Area.

12. **LOCM Employees.** LOCM understands and agrees that it and all of its employees are not considered officers, employees or agents of the District, and are not entitled to benefits of any kind normally provided employees of the District, including but not limited to, state unemployment compensation or workers' compensation. LOCM agrees to abide by the following:

12.1 **Nondiscrimination.** LOCM shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of employees, contractors, subcontractors, vendors or suppliers. LOCM shall provide equal opportunities to participate in LOCM's Programs. LOCM understands and agrees that violation of this provision may result in termination of this License Agreement and all rights provided herein.

13. **Hazardous Materials.** LOCM shall not cause or allow hazardous materials, as defined by applicable federal, state and local statutes, rules and regulations, to be generated, stored, possessed, used or disposed of upon or under the License Area in violation of the law. LOCM shall give written notice to the District prior to the release or immediately following the discovery by LOCM of the presence or believed presence of any hazardous material on the License Area.

14. **Insurance Requirements.** Prior to entering and using the License Area, the LOCM shall obtain, at its sole cost and expense, and maintain at all times during the Term, the following insurance:

14.1 **Liability.** Public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of Two Million Dollars (\$2,000,000) that shall be maintained and not eroded by other claims during the life of this License Agreement. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts, or failures to act by the LOCM or by authorized representatives of the LOCM on or in connection with the LOCM's use of the License Area. LOCM agrees to name the District, its officers, employees, Board members, and representatives as additional insured under LOCM's liability coverage.

14.2 **Automobile Liability.** Automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage combined single limit, or not less than Two Million Dollars (\$2,000,000) in the event LOCM transports participants of its programs.

14.3 **Workers' Compensation.** LOCM shall maintain California Workers' Compensation insurance as required by law. LOCM shall provide the District with a certificate of Workers' Compensation Insurance coverage. The Workers' Compensation coverage will include a waiver of subrogation endorsement that precludes LOCM, or its insurer from subrogating against District for worker's compensation claims, payments or injuries of LOCM's employees.

14.4 All insurance companies must be licensed to do business in California. Prior to use of the License Area, LOCM shall deliver to District copies or certificates of insurance for the insurance policy(ies) required to be obtained in compliance with this paragraph 14, along with written evidence of payment of all required premiums.

15. **Indemnification.** LOCM agrees that LOCM enters the License Area at LOCM's sole cost and risk. LOCM agrees to indemnify, defend, with counsel chosen by the District, and hold harmless the District, its Board members, employees, agents and representatives, from all liability, damages, actions, losses, costs, claims or expenses, or injuries to any person caused by the LOCM, its employees, agents and representatives (including, without limitation, all expenses of investigation and defense of any such claim or action, including reasonable attorneys' fees and costs) arising out of LOCM's use of the License Area. LOCM hereby releases the District, its elected officials, employees, agents and representatives from any liability, damages, actions, losses, costs, claims or expenses, or injuries to any persons (including reasonable attorneys' fees), or expenses arising out of LOCM's use of the License Area. No officer, official, board member or direct employee of the District shall be personally responsible for any liability arising under or by virtue of this License Agreement.

16. **Surrender.** Upon default, expiration or early termination of this License Agreement, LOCM shall surrender the License Area to District in the same condition as received, clean and free of debris, and free and clear of all liens and encumbrances, other than those, if any, consented to by District. LOCM shall repair any damage to the License Area occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon expiration or earlier termination of the License, LOCM shall return the License Area to its original condition at LOCM's sole expense and all alterations, improvements and additions shall become the property of District and remain upon and be surrendered with the License Area, unless District requests the removal of the LOCM.

17. **Subleases.** The LOCM shall not sublease any portion of the License Area without the prior written consent of the District. Upon the sublease of any portion of the License Area, including all subleases currently in effect, whether written or oral, the LOCM shall be responsible for and assume full liability for the actions of all its sublessees, and the LOCM's indemnity requirements in paragraph 15 above shall continue in full force and effect despite any sublease. The LOCM shall make sure all sublessees expressly agree to comply with all terms and conditions of this License Agreement, including but not limited to paragraphs 5 (Use of License Area), 9 (Permits, Licenses and Approvals), 10 (Compliance with Applicable Laws), 12 (Employees) and 14 (Insurance).

18. **General Provisions.** The following general provisions shall apply to this License Agreement:

18.1 **Assignment.** LOCM shall not assign or transfer this License without the prior written consent of District in each instance.

18.2 **Amendments.** This License Agreement may not be amended except by a writing signed by the District and LOCM.

18.3 Applicable Law. This License Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

18.4 Warranty of Authority. The persons executing this License Agreement on behalf of the District and LOCM represent and warrant that they are duly authorized to execute this License Agreement and to bind their respective Party to all terms and conditions of this License Agreement.

18.5 Notices. Notice to either Party shall be in writing, either (i) personally delivered, (ii) sent by an overnight mail service such as Federal Express, (iii) sent by first-class U.S. mail, or (iv) sent by fax or electronic mail. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by the overnight mail service; (iii) three (3) business days after deposit in the U.S. mail, if sent by mail; or (iv) on the date faxed or e-mailed as evidenced by a dated transmittal.

To LOCM: Life of Christ Ministry  
Life of Christ Outreach Center  
1699 8<sup>th</sup> Avenue  
Olivehurst, CA 95961  
Attn: Nathan Mayo  
Phone: (530) 741-1981

To District: Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Dr. Gay Todd  
Phone: (530) 749-6102  
Fax: (530) 741-7894

With a copy to:

Paul G. Thompson  
Fagen & Friedman & Fulfrost LLP  
520 Capitol Mall, Suite 400  
Sacramento, CA 95821

The LOCM and the District may, at any time, designate different addresses to which subsequent notices, certificates or other communications will be sent.

18.6 Exhibits.

Exhibit A – "Legal Description of License Area"  
Exhibit B – "Depiction of License Area"



EXHIBIT A

Legal Description  
For License Agreement with Life of Christ Ministry

Being a portion of Lot 27 of Olivehurst Track located in the North ½ of Section 5, Township 14 North Range 4 East M.D.M., and said map being on file in the office of the Recorder, in Book 2 of Maps at Page 5 County of Yuba, State of California.

The land described herein is situated in the unincorporated area of the County of Yuba, State of California and is described as follows:

Beginning at the Southeasterly corner of aforesaid Lot 27, thence Westerly along the Southerly side of said Lot 27 and the centerline of that certain County Road known as Eighth Avenue 495.00 feet; leaving said Southerly line of the Lot 27 at a right angle and parallel with the Easterly side of said Lot 27 a distance of 20.00 feet to a point on the Northerly Right of Way of Eighth Avenue, said point being the True Point of Beginning.

Thence from the True Point of Beginning Northerly and parallel with the Easterly side of said Lot 27 310.22 feet; thence Easterly and parallel with the Southerly line of said Lot 27, 13.10 feet; thence Southerly along an existing fence and parallel with the Easterly line of Lot 27, 310.22 feet to the Northerly Right of Way of Eighth Avenue; Thence Westerly and parallel with the Southerly line of said Lot 27 and along the Northerly Right of Way of Eighth Avenue 13.10 feet to the Point of Beginning.

Containing: 4,064.00 square feet

0.09 Acres

End of Description

Prepared By: Warren Land Surveying, Inc.  
1117 Windfield Way, Ste. 110  
El Dorado Hills, CA 95762  
January 8, 2014



JOB NO.  
14-011  
DATE  
1/8/14



ELLA ELEMENTARY SCHOOL  
MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT

LICENSE AREA  
4064 SQ. FT.  
0.09 ACRES

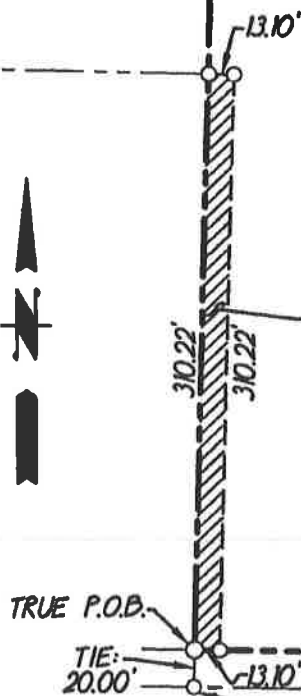


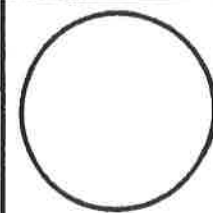
EXHIBIT "B"

WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110  
El Dorado Hills, CA. 95762  
916-985-1870

18 LICENSE AREA  
FOR  
A PORTION OF  
ELLA ELEMENTARY SCHOOL

OLIVEHURST, YUBA COUNTY, CALIFORNIA



SCALE  
1"=100'

14-011

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first noted above.

**DISTRICT**

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT,  
a public school district organized and  
existing under the laws of the state of California**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by the Board of Trustees at  
Its meeting of \_\_\_\_\_

**LOCM**

**LIFE OF CHRIST MINISTRY,  
a Religious Organization**

By: Nathan Mayo  
Name: Nathan Mayo  
Title: President

# 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 13-043	
Awarding Agency U.S. Department of Education		CFDA No. 84.336S	
Subaward Period of Performance 10/1/13-9/30/14		Amount Funded this Action <b>\$29,300 (Year 5)</b>	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 type="checkbox"/> See Attachment 4]			

## Terms and Conditions

- 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 **x** 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.
- 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. *Invoices that do not reference University's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 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.
- 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.
- 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."
- 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.
- 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.
- 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.
- 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.
- 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.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of UNIVERSITY:

Carol Sager, Director

Date

By an Authorized Official of COLLABORATOR:

Gay Todd, Superintendent

Date

**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.

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**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
<b>Administrative Contact</b>  Name: John Miner, Contracts Officer  Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870  Telephone: 530-898-5700 Fax: 530-898-6804 Email: jminer@csuchico.edu	<b>Administrative Contact</b>  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@mjuds.com
<b>Principal Investigator</b>  Name: Phyllis Fernlund Address: School of Education CSU, Chico Chico, CA 95929-0222  Telephone: 530-898-6912 Fax: Email: pfernland@csuchico.edu	<b>Project Director</b>  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@mjuds.com
<b>Financial Contact</b>  Name: Bridget Klein, Analyst  Address: Office of Research and Sponsored Programs CSU, Chico Chico, CA 95929-0870  Telephone: 530-898-5550 Fax: 530-898-6804 Email: bcklein@csuchico.edu	<b>Financial Contact</b>  Name: Kit Molinari Address: Marysville Jt. Unified School District 1919 B Street Marysville, CA 95901  Telephone: 530-749-6123 Fax: 530-741-7893 Email: kmolinari@mjuds.com
<b>Authorized Official</b>  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	<b>Authorized Official</b>  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@mjuds.com

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**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 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 2013-14 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, 2014 for period ending December 31, 2013
  - April 20, 2014 for period ending March 31, 2014
  - July 20, 2014 for period ending June 30, 2014
  - October 20, 2014 for period ending September 30, 2014
- 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.

**PROJECT PERSONNEL:** The following MJUSD personnel have been identified and agreed to participate in the project in the following roles and assume the responsibilities listed below:

	Position Title & Description	Estimated % Time Commitment
Director	<p><b>K-12 Director at Marysville Joint Unified School District-</b> (Time is not compensated under this Agreement.)</p> <p>Job role includes:</p> <ul style="list-style-type: none"> <li>• Assisting in communication and collaboration within the district and with the university.</li> <li>• Assisting in selection of Mentors.</li> <li>• Serving on Advisory Board and attending bi-annual meetings.</li> <li>• Leading PLC / reform initiative at school district level.</li> <li>• Facilitating/providing access to student achievement data.</li> <li>• Supporting and guiding the evaluation of grant activities, goals and objectives.</li> <li>• Work with University to identify cost share that meets the federal requirements and regulations.</li> </ul>	<b>In-Kind</b>
Coordinator	<p><b>K-12 District Coordinator</b></p> <p>Job role includes:</p> <ul style="list-style-type: none"> <li>• Assisting in communication and collaboration within the district and with the university.</li> <li>• Assisting in selection of Mentors; providing ongoing feedback.</li> <li>• Assisting in selection/evaluation of Residents.</li> <li>• Serving on Planning Boards.</li> <li>• Assisting Mentors in training Residents.</li> <li>• PLCs oversight.</li> <li>• Assisting in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site.</li> <li>• Promoting/supporting ongoing evaluation studies for project performance and district level reports.</li> <li>• Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations.</li> </ul>	<b>8%</b>
Technology Specialist	<p><b>Technology Specialists</b></p> <p>Job role includes:</p> <ul style="list-style-type: none"> <li>• Assisting in communication and collaboration within the district and with the university.</li> <li>• Serving on Planning Boards.</li> <li>• Assisting Mentors in training Residents.</li> <li>• Assisting in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site</li> <li>• Assisting in integrating technology into instruction at the school site.</li> <li>• Providing assistance to Residents and Mentors in dealing with hardware/software needs.</li> <li>• Providing technology support for data collection and management as needed.</li> <li>• Collaborating with CSU, Chico Co-Stars Technology Specialist.</li> <li>• Provide, track, document and maintain for audit in-kind support services and facilities space.</li> <li>• Submit quarterly invoices and in-kind documentation reports to designated Co-STARS personnel</li> </ul>	<b>36%</b>

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**DELIVERABLES ANTICIPATED and DELIVERABLE TIMELINES BY MJUSD PROJECT PERSONNEL:**

<b>Person Responsible</b>	<b>Deliverable</b>	<b>Timeline</b>
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 2014
Julie Alves	Planning Board Meetings	Ongoing (4-6 per year)
Lennie Tate/Julie Alves	Residents <ul style="list-style-type: none"> <li>• Assist in Recruitment Activities</li> <li>• Applicants Screened/Approved</li> <li>• Mentors/Residents Matched for Fall</li> <li>• Mentor Teacher Training</li> </ul>	To be determined
Kit Molinari	Begin Data Collection <ul style="list-style-type: none"> <li>• Identify and provide baseline data as requested by outside evaluator(s)</li> <li>• Participate in Evaluation Studies</li> <li>• Permissions collected</li> </ul>	To be determined
Kit Molinari	Project Activity Reports <ul style="list-style-type: none"> <li>• Types of Reports Identified/Designed</li> <li>• Reporting structure identified and implemented</li> <li>• Reports collected/data compiled</li> </ul>	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	2013-2014 Budgeted Amount
<b>1</b>	<b>K-12 Director at Marysville Joint Unified School District-</b> (Time is not compensated under this agreement.) Job role includes: <ul style="list-style-type: none"> <li>Assisting in communication and collaboration within the district and with the university.</li> <li>Assisting in selection of Mentors.</li> <li>Serving on Advisory Board and attending bi-annual meetings.</li> <li>Leading PLC / reform initiative at school district level.</li> <li>Facilitating/providing access to student achievement data.</li> <li>Supporting and guiding the evaluation of grant activities, goals and objectives.</li> <li>Work with University to identify cost share that meets the federal requirements and regulations.</li> <li>Provide, track, document and maintain for audit in-kind support services and facilities space.</li> <li>Submit quarterly invoices and in-kind documentation reports to designated Co-STARS personnel.</li> </ul>	In-Kind
<b>1</b>	<b>K-12 District Coordinator</b> Job role includes: <ul style="list-style-type: none"> <li>Assisting in communication and collaboration within the district and with the university.</li> <li>Assisting in selection of Mentors; providing ongoing feedback.</li> <li>Assisting in selection/evaluation of Residents.</li> <li>Serving on Planning Boards.</li> <li>Assisting Mentors in training Residents.</li> <li>PLCs oversight.</li> <li>Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site.</li> <li>Promoting/supporting ongoing evaluation studies for project performance and district level reports.</li> <li>Discuss/Assist in Year 2 to begin with University to identify cost share that meets the federal requirements and regulations.</li> </ul>	\$9,042.80
<b>1</b>	<b>Technology Specialists</b> Job role includes: <ul style="list-style-type: none"> <li>Assisting in communication and collaboration within their district and with the university.</li> <li>Assisting in integrating technology into instruction at the school site.</li> <li>Providing assistance to Residents and Mentors in dealing with hardware/software needs.</li> <li>Providing technology support for data collection and management as needed.</li> <li>Collaborating with CSU, Chico Co-Stars Technology Specialist.</li> <li>Serving on Planning Boards.</li> <li>Assisting Mentors in training Residents.</li> <li>Assist in obtaining legal permission for videotaping students and school personnel for evaluation of student learning and documentation of program activities at site.</li> </ul>	\$20,257.20
<b>Total Year 5 Funding for Marysville JUSD</b>		<b>\$29,300</b>

**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.

Position Title	Percent Committed to Project	AY Budgeted Amount	Actual Salary	Actual Fringe	Total
Director		In-Kind			
Coordinator	7.76%	\$9,042.80	\$95,313.63	\$21,225.09	\$116,538.72
Tech. Specialist	35.4%	\$20,257.20	\$38,702.04	\$18,566.01	\$57,268.05

**Invoices to be sent to:**

**Bridget Klein, Analyst**  
**Office of Research and Sponsored Programs**  
**CSU, Chico**  
**Chico, CA 95929-0870**  
**Email: [bcklein@csuchico.edu](mailto:bcklein@csuchico.edu)**

**Eileen Ross, Grant Project Assistant**  
**Office of Outreach, Research and Grants**  
**College of Communication and Education**  
**CSU, Chico**  
**Chico, CA 95929-0465**  
**Email: [eross@csuchico.edu](mailto:eross@csuchico.edu)**

**Cost Share Verification to be sent to: Joleen Barnhill, CME Grant Coordinator**

**Office of Outreach, Research and Grants**  
**College of Communication and Education**  
**CSU, Chico**  
**Chico, CA 95929-0465**  
**FAX: 530-898-6130**  
**Email: [jbarnhill@csuchico.edu](mailto:jbarnhill@csuchico.edu)**

MJUSD  
Personnel Dept.

JAN 10 2014

**RECEIVED**

January 10th, 2013

Toni Vernier  
Director of Student Services

Dear Toni,  
I am retiring from my position as psychologist at Marysville Joint Unified School District, effective December 31st, 2013. I have enjoyed working with you and all of the many talented people with whom I have had the pleasure of working with these past 10 years.

Sincerely,

Janice Rosner



JAN 14 2014

RECEIVED

1-14-14

Mr. Carreon,

I am resigning from my position of personal assistant for Lonnie Ford effective on Friday 1-17-14 at 3pm, to accept another job within the district.

Thank You,

Sammy Bragg

## Melanie Stanaland

---

**From:** Christine Bratton  
**Sent:** Thursday, January 09, 2014 1:36 AM  
**To:** Melanie Stanaland  
**Subject:** Resignation letter

MUSD  
Personnel Dept.

JAN 09 2014

RECEIVED



December 20, 2013

I, Christine Doust Bratton hereby resign as Para Professional at Arboga Elementary so that I may accept the position of Elementary School Secretary at Arboga Elementary.

Sincerely,  
Christine D Bratton

Sent from my iPhone

34

**Ramiro Carreon**

**To:** Ramiro Carreon  
**Subject:** FW: [SCANNED] BRONZE PLAN

MJMSD  
Personnel Dept  
DEC 09 2013  
RECEIVED

---

**From:** raceproducer@yahoo.com [mailto:raceproducer@yahoo.com]  
**Sent:** Monday, December 09, 2013 7:56 AM  
**To:** Ramiro Carreon  
**Subject:** Re: [SCANNED] BRONZE PLAN

December 8, 2013

To whom it may concern,

After consulting with doctors regarding the stress related symptoms, both psychological and physical, that I am experiencing in this assignment and after being urged by my entire family to do so, I am resigning from my position at Edgewater Elementary School. This is effective immediately. I will not return to that assignment.

I hope, perhaps, one day in the future an opportunity, with a different student, will be considered without prejudice.

Regards,  
Stanley Burbach  
(530) 415-8826

Please distribute this correspondence as necessary. This correspondence will be forwarded in a traditional letter format.

Sent from my iPhone

35

JAN 14 2014

RECEIVED

To whom it my concern:

I am writing this letter to announce my resignation as a para-educator for Marysville Joint Unified School District. My last day will be January 24<sup>th</sup> 2014.

I have truly enjoyed my years with M.J.U.S.D and I will greatly miss it. My childcare situation is no longer viable. I do not have any one to watch my son while I am at work and I cannot afford daycare.

Thank you for the opportunities you have provided for me. I hope some day in the future I will be able to once again join the amazing staff at M.J.U.S.D.

Sincerely,

*Amanda Cress*

Amanda Cress

1/13/14

DEC 03 2013

RECEIVED



Dear Ramiro Carreón, Annie Spade, and district administration,

I would like to inform you that I will not be returning as a Para educator in the spring of 2014 at McKenney. In the spring I will be student teaching as an English teacher at Sutter Union high school and will not be able to continue working. my last day will be December 20, 2013.

Thank you so much for the opportunities that Marysville Joint Unified has provided me. I have enjoyed working for both Arboga and McKenney and have learned so many skills and techniques that I can take into my student teaching experience. Please keep me in mind as an educator in the district in the future. Thank you again.

Sincerely,



Stefanie Danna

## Melanie Stanaland

---

**From:** Kathleen Hansen  
**Sent:** Monday, January 06, 2014 11:38 AM  
**To:** Ramiro Carreon; Melanie Stanaland  
**Subject:** Fwd: Paraeducator resignation

MJUSD  
Personnel Dept

JAN 06 2014

RECEIVED

Sent from my Verizon Wireless 4GLTE smartphone

----- Forwarded message -----

**From:** "Jennifer Hutchins" <jennifer.hutchins@live.com>  
**To:** "Kathleen Hansen" <khansen@mjUSD.com>  
**Subject:** Paraeducator resignation  
**Date:** Tue, Dec 31, 2013 10:29 am

Hi Kathleen;

It is with a heavy heart that I submit my resignation to you.

I absolutely LOVE working with Connor, Sydney, Pam and Sharon. I would do anything to be able to continue in this position.

I have made several attempts to acquire a new, full-time position with the district, so that a reasonable transition period could be negotiated for Connor, but it seems that I am unable to even get an interview for the multiple positions that have come open during the few months I've been with the district. It's disappointing, because I know that I want to stay in education.

I have been offered a full-time position with another company, and I really have no choice but to take it.

I realize this leaves Connor without the full-day assistance he requires. While I can't maintain both positions, I will, for now, have Mondays and Tuesdays available and would very much like to be a part of helping with this transition for Connor's sake. I will be at school on January 13 & 14. We can talk about the transition beyond that date.

I know you are on Winter Break right now, and I'm not certain if you are even checking your email. When you get this email, would you please call me or email me back? If I don't hear from you by late this afternoon, I will call you just to touch bases.

I hope you had a wonderful Christmas.

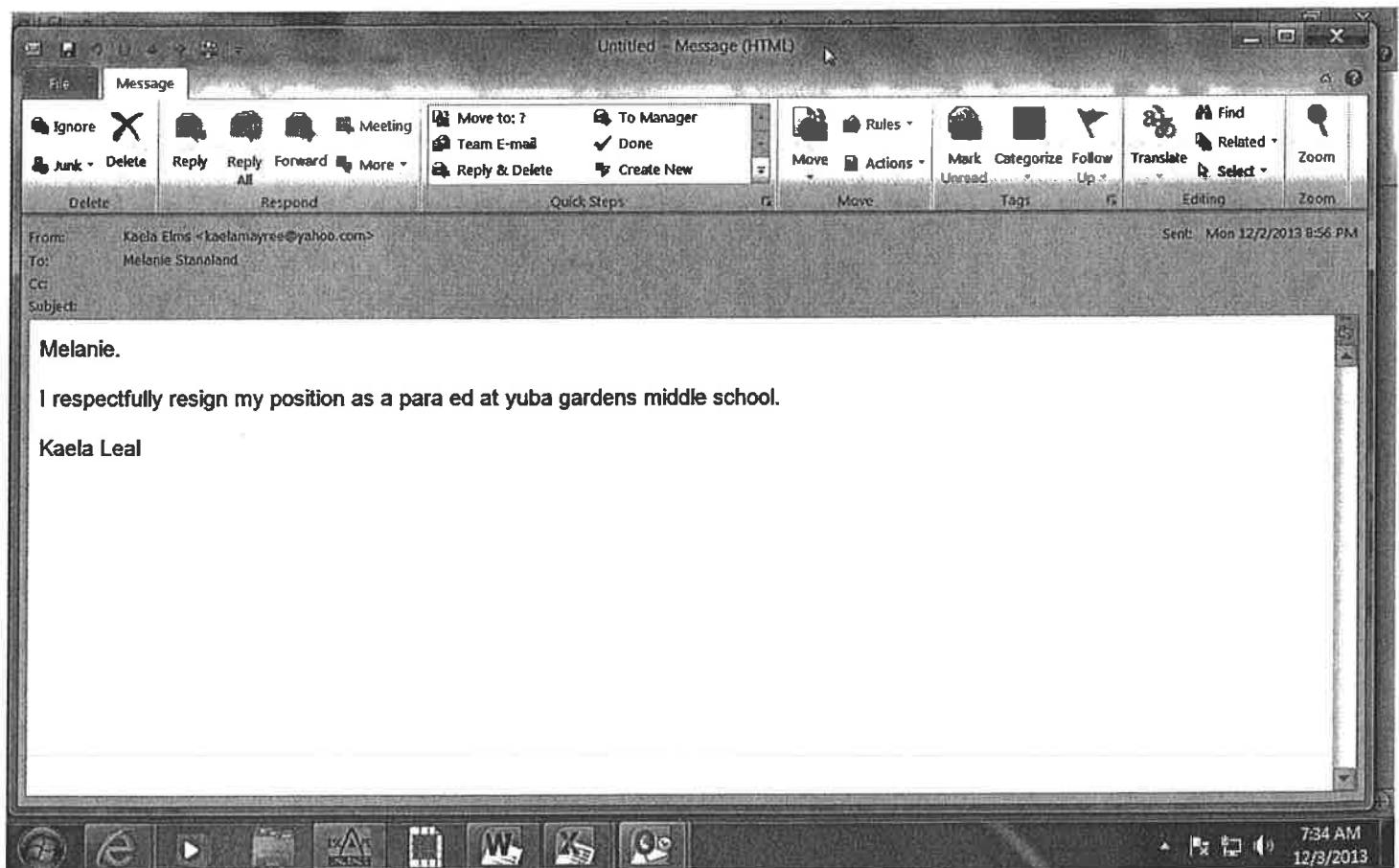
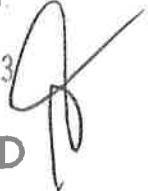
Jennifer Hutchins  
530-692-8979  
530-613-3033

38

MJUSD  
Personnel Dept.

DEC 02 2013

RECEIVED



## Ashley Vette

---

**From:** Ashley Vette  
**Sent:** Wednesday, January 08, 2014 11:45 AM  
**To:** 'Kenny'  
**Subject:** RE: ASES Kenneth Martinez

MJUSD  
Personnel Dept

JAN 08 2014

RECEIVED

Thank you! Call me when things are settled down. I hate to see you go.

-----Original Message-----

**From:** Kenny [<mailto:kenmartinez831@yahoo.com>]  
**Sent:** Wednesday, January 08, 2014 11:43 AM  
**To:** Ashley Vette  
**Subject:** ASES Kenneth Martinez

Due to family matters that have to be dealt in the month of January I must resign my position. I have talked to my supervisors including Ashley Vette about the circumstances. I understand that I am new to the district and still on my probationary period since I've been hired on. I understand I could not have too many days missed. I apologize for the inconvenience.

-Kenneth Martinez

Sent from my iPhone

Received 1/8/2014  
Ashley Vette



MJUSD  
Personnel Dept.

JAN 02 2014

December 31, 2013


TO: Ramiro Caneon

**RECEIVED**

This letter is to serve as my official resignation from my current position at Marysville Joint Unified School District (MJUSD) my last day of work will be January 13, 2014.

I have enjoyed working at Marysville Joint Unified School District Transportation Department. Due to recent medical issues, I am unable to continue my current employment. I wish you and everyone at Marysville Joint Unified School District only the best, and I hope to keep in touch.

Sincerely,

  
Jill C. McCormack  
Transportation

JAN 06 2014

RECEIVED



Dear Ashley Vette,

I am writing to notify you that I am resigning my position as an activities provider for S.T.A.R.S., the after school program. My final day will be January 13, 2014.

Sincerely,

Liliana Prado

Received by  
Ashley Vette

DEC 17 2013

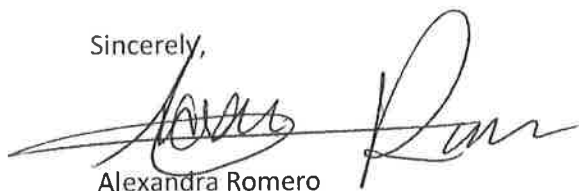
RECEIVED

December 17, 2013

To whom it may concern;

I, Alexandra Romero, am writing to formally notify that I am resigning as Para Educator at Lindhurst High School in order to pursue another position at Yuba Gardens.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alexandra Romero', written over a horizontal line.

Alexandra Romero

## Grant Award Notification

### GRANTEE NAME AND ADDRESS

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

*Amber*  
MJUSD SUPT OFFICE  
DEC 10 2013  
RECEIVED

### Attention

District Superintendent or School Administrator

### Program Office

Nutrition Services Division

### Telephone

530-749-6178

### Name of Grant Program

Fresh Fruit and Vegetable Program

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$89,922.04	\$544.04	\$90,466.08	1	10-1-13	6-30-14
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA	

Dear Superintendent Todd:

I am pleased to inform you that you have received **additional** funding for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based this award will be amended accordingly.

Please sign and return this amended Grant Award Notification (AO-400) within 10 days to:

Saucerae Gans, Analyst  
Nutrition Services Division, CDE  
1430 N Street, Suite 4503  
Sacramento, CA 95814-5901

California Department of Education Contact  
Saucerae Gans

Job Title  
Associate Governmental Program Analyst

E-mail Address  
SGans@cde.ca.gov

Telephone  
916-323-6775

Signature of the State Superintendent of Public Instruction or Designee

Date  
December 3, 2013

### CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent

Title  
Superintendent

E-mail Address

Telephone  
530-749-6102

Signature

Date  
12-12-13

44

**Mini-Grant Agreement between First 5 Yuba and Marysville Joint Unified School District on behalf of Linda Preschool**



AS THE AUTHORIZED REPRESENTATIVE OR GROUP REPRESENTATIVE, I CERTIFY THAT:

- The governing board of the applying agency (if applicable) has authorized this application.
- The term of this mini-grant funding is FY13/14 and my project must be complete by May 30, 2014.
- I acknowledge that upon approval of funding and contract execution, my organization/group will receive 75% of the Commission approved mini-grant award. After the reconciliation of the original 75% received, the balance of 25%\* will be paid to the organization/group upon Commission office receipt, review and approval of final report and all expenditure backup documentation. *\*Final payment amount will not exceed the 25% balance or the amount actually expended for the project.*
- I agree to use the mini-grant funding solely for the project/program described in my application narrative and budget submitted in my application and approved by the Commission.
- I agree to comply with all terms and conditions as described in the completed application.
- I agree that all mini-grant expenditures must be in accordance with the approved mini-grant budget.
- Any mini-grant funds not expended must be returned to the Commission by June 13, 2014.
- I agree to participate fully in Commission evaluation efforts and site visits applicable to this mini-grant.
- Any materials written, publicized, produced, or distributed by the approved project must contain the statement, "IN PARTNERSHIP WITH FIRST 5 YUBA" and include the First 5 Yuba logo.
- I agree this is a public process and all documents submitted are subject to public review.
- I will not hold First 5 Yuba liable for any loss, accident or legal dispute arising from the grantee's actions implementing a grant reward.
- I will be solely responsible for my actions, and not hold First 5 Yuba responsible for the actions of others, for legal matters ensuing from all aspects of the grant process.
- First 5 Yuba is not responsible or liable for equipment purchased or its use or any accidents that may occur during its use.
- To the best of my knowledge data provided in this application is true and accurate. I agree that if I misrepresent the items contained in this application or do not use the materials identified and purchased for children ages 0-5 in Yuba County, I will reimburse the Commission any funds expended through this mini-grant.
- I acknowledge the Commission is the final authority regarding the approval or disapproval of mini-grant funding. The Commission will not hear appeals.
- I understand that if the application is not complete or submitted to the Commission office by the deadline of Friday, November 01, 2013 12:00 p.m. it will not be scored or considered for funding.

**FIRST FIVE YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
~~Program Director~~  
Superintendent, Gay Todd  
Approved as to Form:

1/28/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Date

45



## Child Care Mini-Grant Application & Agreement



Amount Requested from First 5 Yuba Commission: \$5,000.00

(The amount must be \$5,000 or less)

Descriptive Title of Project:

Back to Nature - Play with a Purpose Project at Linda Preschool and Community

**Summary of Proposed Project:** Our Back to Nature- Play with a Purpose Project consists of building a natural outdoor learning environment so that children can explore, discover, and investigate while providing opportunities for their overall healthy growth and development. The development of a Back to Nature outdoor learning environment will assist with developing a child's overall health and will facilitate the development of social skills, cooperation and the ability to solve problems.

It is our goal to create a Back to Nature outdoor learning environment at the existing Linda Latchkey site which would provide the highest quality of outdoor learning experiences not only for the 92 Linda Preschool students but for the Linda Community children as well, as the play yard will available on weekends.

Number of children prenatal to age 5 you expect to serve:

130

Number of parents you expect to serve:

130

Please indicate the geographic area your project will serve:

LIN

Project Timeline: 12/2/2013 to 5/1/2014

Linda Preschool

Kathy Woods and Linda Duenas

Name of Requesting Child Care Business

Primary Contact

1919 B Street

Marysville

CA

95901-

Address

City

State Zip Code

(530) 749-6162 Ext.

(530) 741-6019

kwoods@mjustd.com

www.mjustd.com

Telephone

Fax

E-mail

Website

Type of Business/Agency:

(Choose)

581372416

1/1967

License Number

Month/Year Program was Established

## Mini-Grant Application & Agreement (cont.)

AS THE AUTHORIZED REPRESENTATIVE OR GROUP REPRESENTATIVE, I CERTIFY THAT:

- The governing board of the applying agency (if applicable) has authorized this application.
- I or the organization represented in this application is physically located within Yuba County.
- The term of this mini-grant funding is FY13/14 and my project must be complete by May 30, 2014.
- I acknowledge that upon approval of funding and contract execution, my organization/group will receive 75% of the Commission approved mini-grant award. After the reconciliation of the original 75% received, the balance of 25%\* will be paid to the organization/group upon Commission office receipt, review and approval of final report and all expenditure backup documentation. \*Final payment amount will not exceed the 25% balance or the amount actually expended for the project.
- I agree to use the mini-grant funding solely for the project/program described in my application narrative and budget submitted in my application and approved by the Commission.
- I agree that all mini-grant expenditures must be in accordance with the approved mini-grant budget.
- Any mini-grant funds not expended must be returned to the Commission by June 13, 2014.
- I agree to participate fully in Commission evaluation efforts and site visits applicable to this mini-grant.
- Any materials written, publicized, produced, or distributed by the approved project must contain the statement, "IN PARTNERSHIP WITH FIRST 5 YUBA" and include the First 5 Yuba logo.
- I agree this is a public process and all documents submitted are subject to public review.
- I will not hold First 5 Yuba or the County of Yuba liable for any loss, accident or legal dispute arising from the grantee's actions implementing a grant reward.
- I will be solely responsible for my actions, and not hold First 5 Yuba or the County of Yuba responsible for the actions of others, for legal matters ensuing from all aspects of the grant process.
- First 5 Yuba or the County of Yuba is not responsible or liable for equipment purchased or its use or any accidents that may occur during its use.
- To the best of my knowledge data provided in this application is true and accurate. I agree that if I misrepresent the items contained in this application or do not use the materials identified and purchased for children ages 0-5 in Yuba County, I will reimburse the Commission any funds expended through this mini-grant.
- I acknowledge the Commission is the final authority regarding the approval or disapproval of mini-grant funding. The Commission will not hear appeals.
- I understand that if the application is not complete or submitted to the Commission office by the deadline of Friday, November 1, 12:00 p.m. it will not be scored or considered for funding.

Kathy Woods

Printed Name

Signature

Director

10/ 21/2013

Title

Date

## Project Narrative

☐

Please provide responses to the following questions:

1. Choose one of the following Result Areas that best describes this project. For a description of the Result Areas please refer to the Strategic Plan available on the First 5 Yuba Website, [first5yuba.org](http://first5yuba.org).

- ☐ Improve Family Functioning
- ☐ Improve Child Development
- ☒ Improve the Health of Children
- ☐ Improve Systems of Care

2. Please explain the major goal or goals of this project and what you hope to achieve with the Commission funds.

Our Back to Nature - Play with a Purpose project will facilitate the Commission's goal of Result Area 4: Improve the Health of Children. It is our goal to create not just a high quality natural outdoor learning "environment", but to create a high quality natural outdoor learning "experience" for students which will promote an increase in their overall health.

Play is a vital activity for healthy child development. In addition to being fun, appropriate play activities can help students develop physical fitness, muscle coordination and balance, as well as confidence and a healthy mindset.

The Guiding Children's Social Development and Learning publication states, "Natural areas particularly seem to reduce fatigue and enhance affect and emotional self-regulation, especially for those with attention deficit-hyperactivity disorder. Human beings need contact with the natural environment to maintain their mental health."

3. Thoroughly describe your project. What activities are planned for the project to achieve the Result Area identified above? State WHAT you intend to do. Be sure to state 1) WHO will do the work, 2) WHERE it will take place, 3) HOW will it be accomplished, and 4) WHEN it will be done.

What: The Back to Nature - Play with a Purpose project would include transforming the existing Linda Latchkey play yard (94 feet x 51 feet) into an outdoor environment that would include a variety of natural elements such as logs, stones, sand, dirt, water, plants and wood. Project includes the development of a RiverBed with water and sand, Dirt Dig Pit, Gravel Pit, Kitchen, Hammock Area for reading, Tire Climbing Station, Ship Station, Wood Stage Area, Wood Planks, Weaving Station, TeePee Hut, Planter Boxes, Bridge, Music Area (drums, xylophone), Ball Maze, Water Gutter Flow Station, Garden Archway, Art Center with easles for painting, Pallet Garden, and much more. Who: MJUSD Maintenance Personnel will remove the existing Latchkey play equipment and will assist with the development of the play structure along with Linda Preschool Staff. How: A plan and timeline have been developed. All stakeholders have been involved. When: May 1, 2014.



## Project Narrative (cont.)

4. Please tell us about you or your agency. What capabilities, skills, qualifications, experience and/or credentials do you or your agency have to carry out this project?

The Marysville Joint Unified School District Linda Preschool staff has spent a great deal of time researching and developing this Back to Nature- Play with a Purpose Project and heavily advocates for it's funding. The Linda Preschool Staff, the Child Development Director and the MJUSD Maintenance Director have coordinated this project and are looking forward to buiding this project upon funding from First Five Yuba. The MJUSD Child Development Director and MJUSD Maintenance Director have been involved in similar type projects in the past and have experience with executing quality projects that meet both District and State Standards.

5. What local and/or leveraged resources are you using for your project? Example: volunteers, donations or additional funding, property or equipment.

Our project will include leveraging current MJUSD Child Development Resources and will also rely heavily on the use of donations and the volunteering of our MJUSD Linda Preschool Staff. The MJUSD Maintenance Department has agreed to the removal of the existing antiquated play equipment and will play a significant role in the building/creating of the play yard. Maintenance will coordinate the building of the outdoor centers (Dirt Pit, Water Station, Stage Area, etc) in addition to getting the grounds prepared. The Linda Preschool Staff have secured donated items for use: logs, planks, tires, seating areas, bamboo, pallets and much more. The MJUSD Child Development Program will be donating the expansive Linda Latchkey Outdoor play area for this Back to Nature - Play with a Purpose Project. All labor costs to create this project will be an In-Kind Contribution from the Child Development Program or will be volunteer time from staff.

## Budget Request Form ☐

Please provide a list of supplies and materials needed for the project. Attach detailed information for each item such as bids, descriptions and photos from catalogs or websites to clearly identify the items you are requesting. Include actual tax and shipping charges. Do not include indirect administrative costs. If your project involves labor or installation (for example, assembling and installing new playground equipment), please describe who will do the work and whether it is paid or volunteer labor.

Category Supplies, equipment, salaries, travel, misc.	Item Description (if possible list the vendor)	Unit Cost	Qty	Total Amount of Project	Total Amount Requested
1. Supplies	lattice, plants, pea gravel, sand, dirt, pvc pipe, gutters, flexible aluminum duct, wine barrels, handwater pumps, water tub, 4x6 lumber, 2x4 lumber, peeler core posts, chalkboard, hammocks, rope, kitchen faucet, sealant, decomposed granite, string, gate, bolts, cement	Items will be purchased from Home Depot, Hasties Sand and Gravel, Lowes, Target and MJUSD Maintenance Department		\$5,000.00	\$5,000.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
	<b>Total</b>				\$5,000.00

## Budget Justification



Please briefly explain the proposed budget, including other funding sources, in-kind costs, and any collaboration. Please clearly state exactly what First 5 Yuba dollars would be paying for. Do not use any additional pages.

The MJUSD Child Development Director has met with the MJUSD Maintenance Director to collaborate and estimate costs for this project. All of the expenditures listed above are within the Supplies Categories. Cost estimates have been approximate as some of the items (dirt, decomposed granite, sand) are more difficult to project accurate quantities as they may vary depending on the depth necessary to apply those items in the play space.

In-Kind Costs include the labor costs to remove the existing antiquated play structure, labor costs to create the various outdoor stations and labor costs to develop the grounds.

The Linda Preschool staff will also be donating their time to assist with the development of the project as well.

## Insurance Requirements ☐

The Grantee shall maintain a commercial general liability insurance policy in the amount of at least three hundred thousand dollars (\$300,000.00). The Commission may request higher levels of coverage, at its discretion.

- ☒ This contract does not involve the use of any vehicle.  
☐ This contract DOES involve the use of a vehicle.

Where the services to be provided under this Contract involve or require the use of any type of vehicle by the grantee in order to perform said services, the Grantee shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless the Commission specifically consents to a "claims made" basis. If the Commission does not consent to "claims made" coverage, the Contractor shall purchase tail coverage in the event that the Contractor changes insurance carriers during the term of this Contract or for one year thereafter. Proof of such "tail" coverage shall be required at any time during the term of this Contract that the Contractor changes to a new carrier prior to receipt of any payments due. The Commission shall be named as an additional insured on the commercial general liability policy. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to the Commission prior to commencement of work, and said certificates and endorsements shall provide for a minimum ten (10) day advance notice by the Commission of any termination or reduction in coverage. A certificate of Worker's Compensation Insurance coverage is also required, if applicable to the Grantee's project.

Nothing herein shall be construed as a limitation of Grantee's liability and the Grantee shall indemnify and hold the Commission harmless and defend the Commission against any and all claims, damages, losses and expense that may arise by reason of the Grantee's negligent actions or omissions. Commission agrees to timely notify Grantee of any negligent claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, the Commission may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

## Non-Discrimination Statement ☐

To comply with Government Code Section 12990 and California Administrative Code, Title 11, Division 4, Chapter 5, each applicant must complete the Non-Discrimination statement.

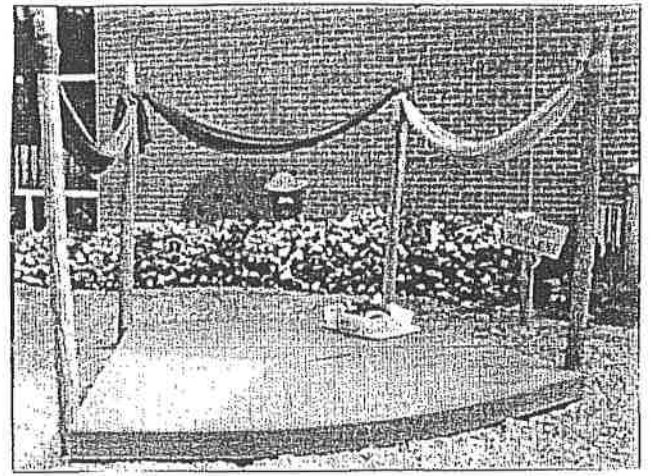
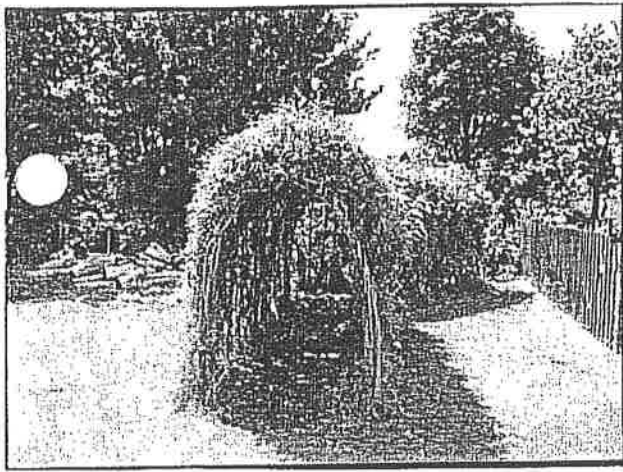
Marysville Joint Unified School District (herein referred to as "prospective contractor")  
(Individual or Organization Name)

hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, sex, or age (over forty).

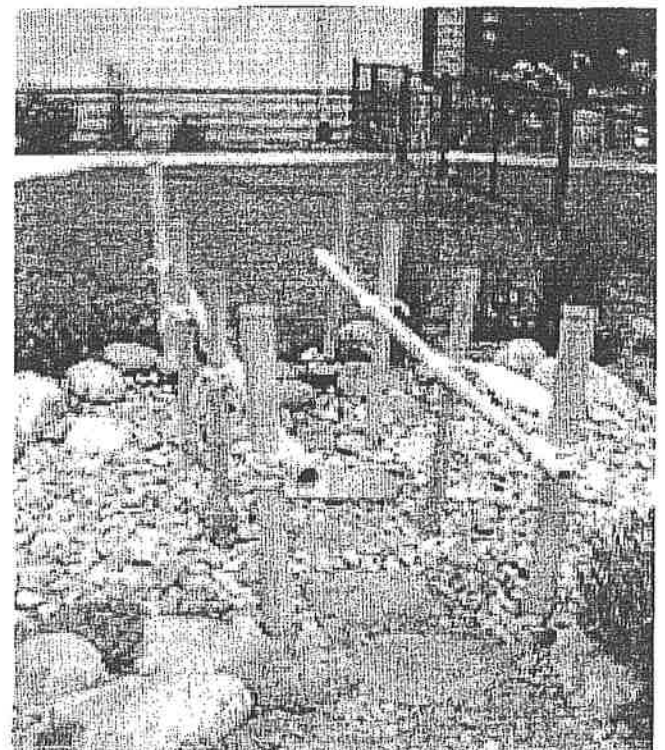
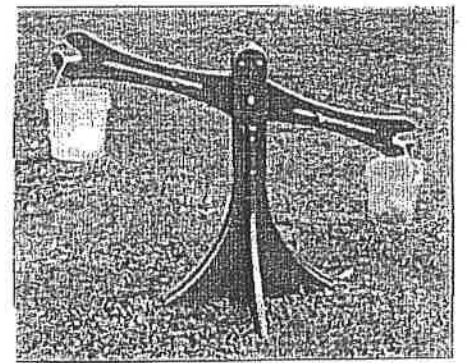
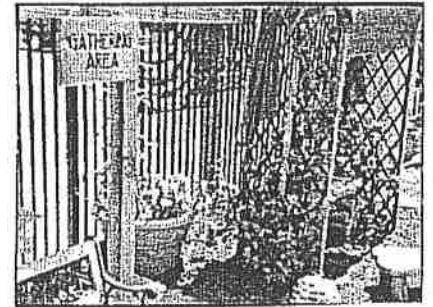
Signature

10/30/2013

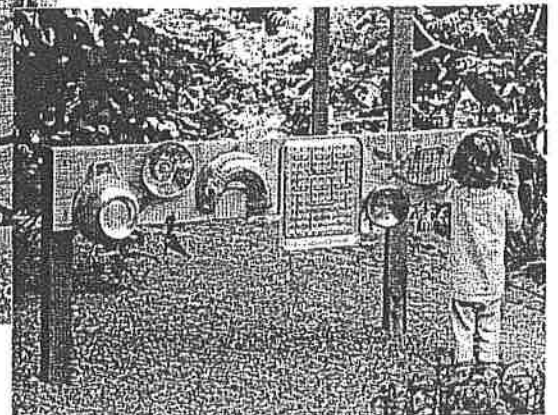
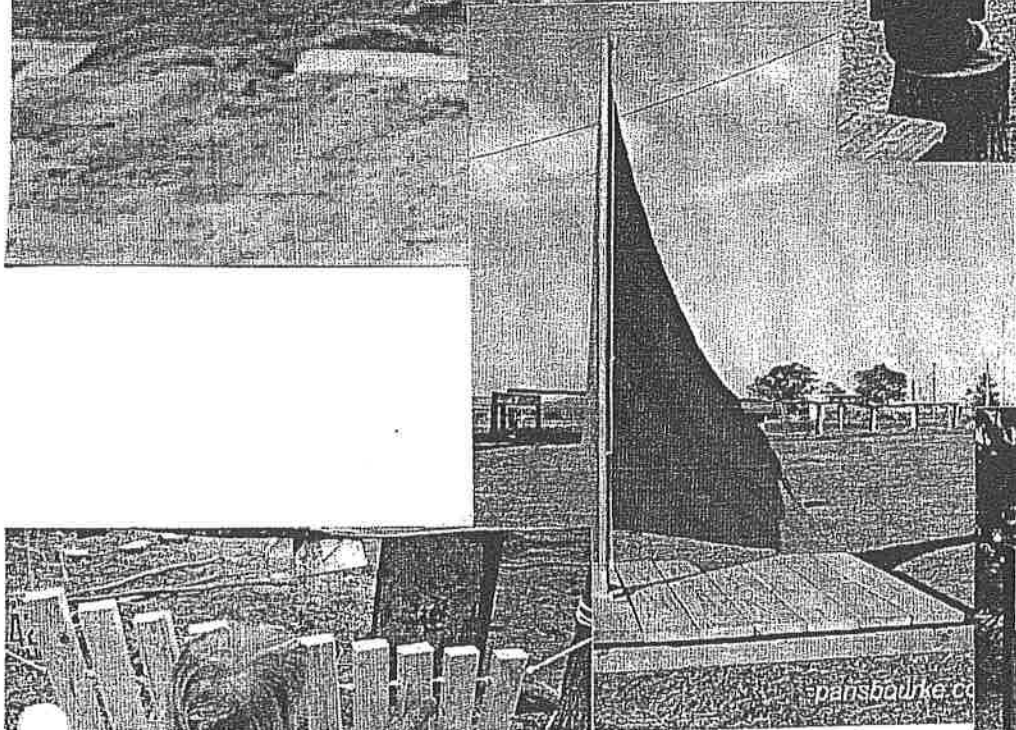
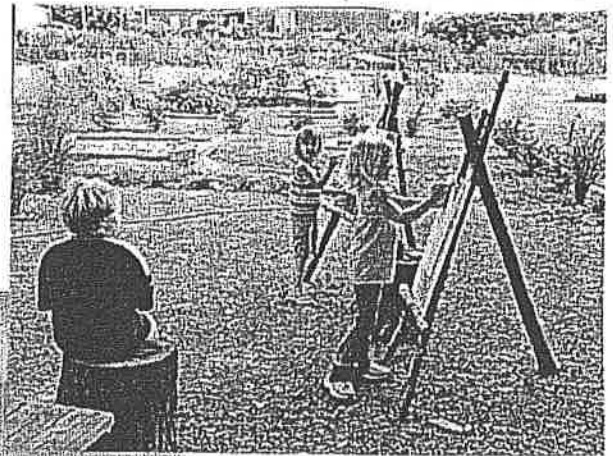
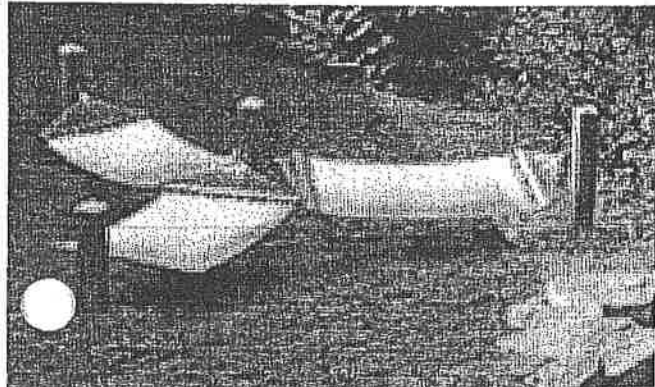
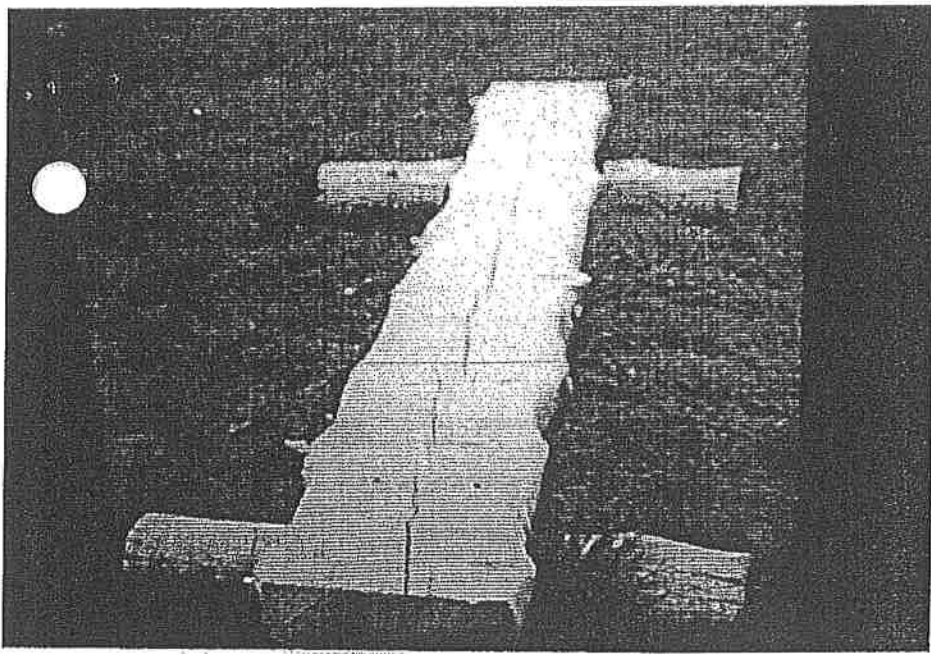
Date



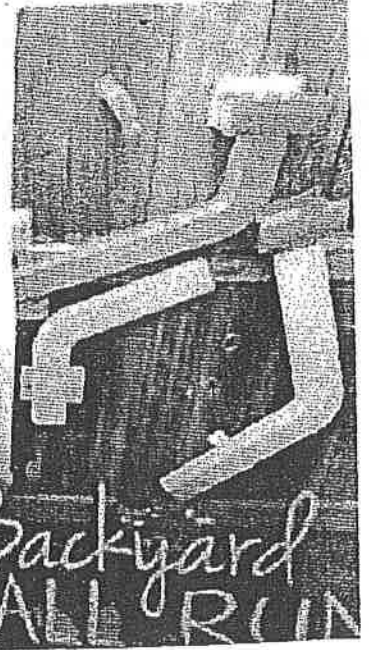
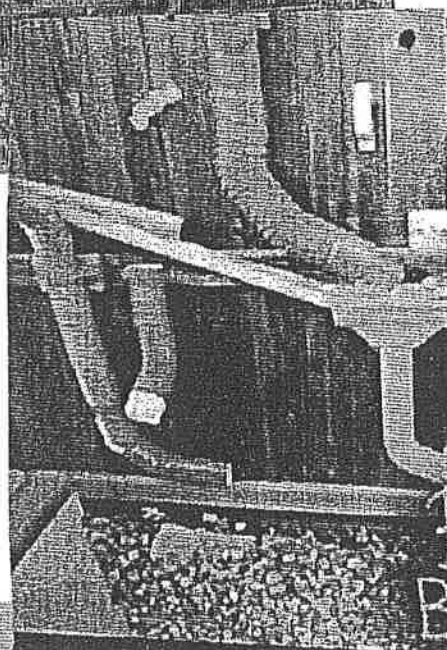
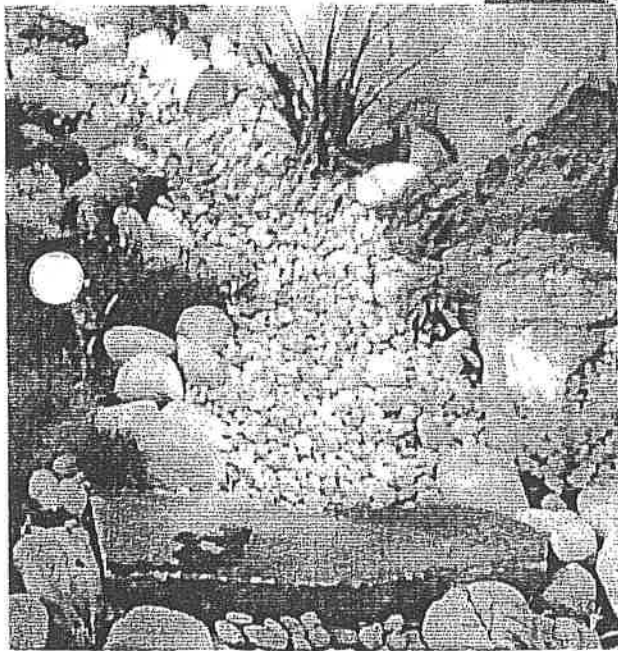
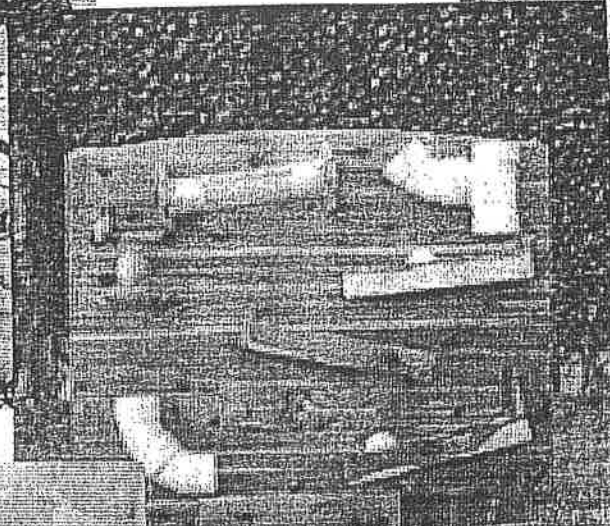
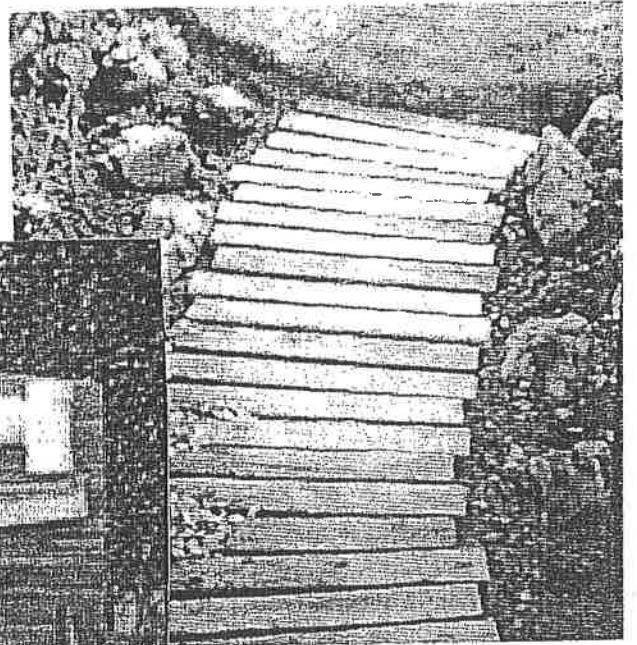
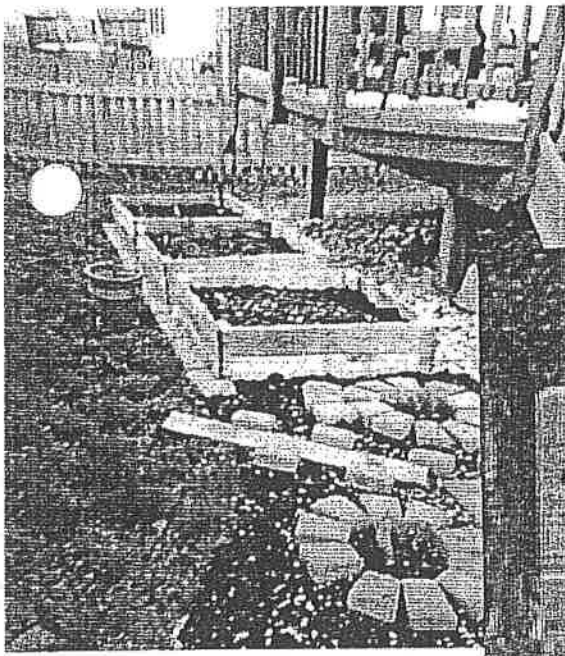
★ Let the children PLAY  
 stomp in puddles climb trees  
 Dig in the dirt go on a  
 bug hunt make mud pies  
 ROLL Down a hill build  
 a cubby make a daisy chain  
 create a garden for fairies  
 Playing  
 outside  
 makes  
 children  
 ★ smarter  
 ● healthier  
 ● happier



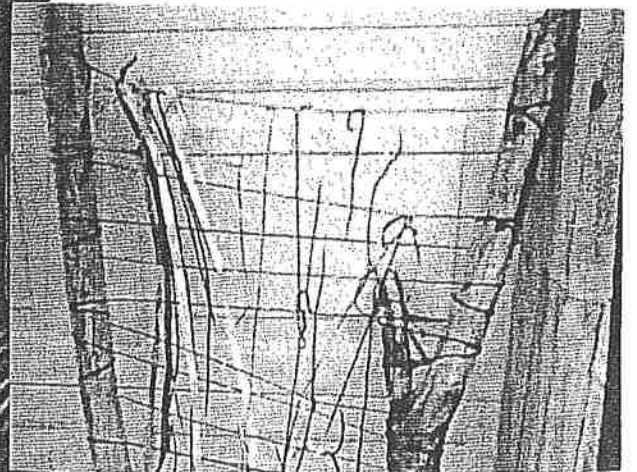
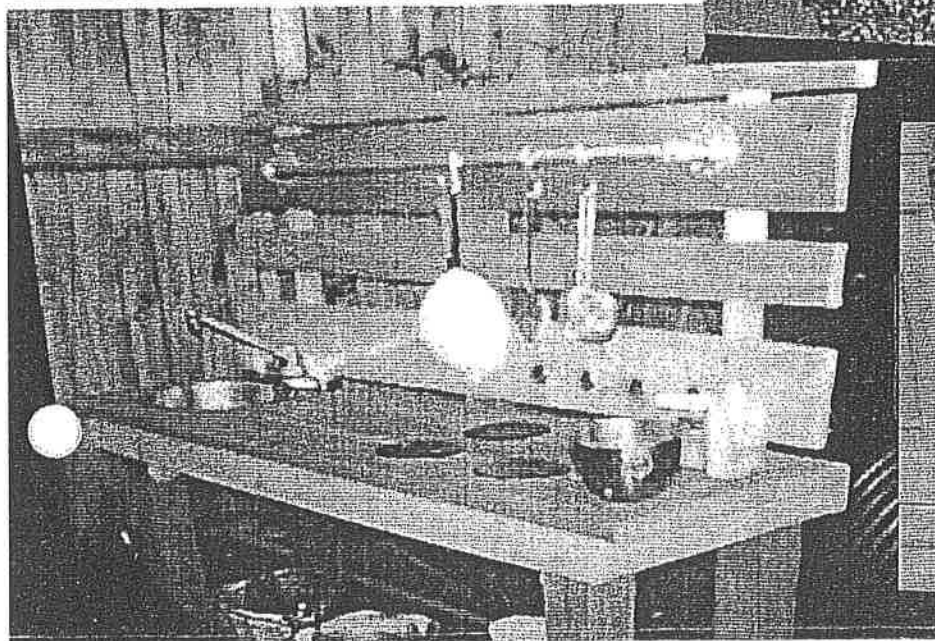








Backyard  
BALL RUN



**Mini-Grant Agreement between First 5 Yuba and Marysville Joint Unified School District on behalf of Covillaud Preschool**



AS THE AUTHORIZED REPRESENTATIVE OR GROUP REPRESENTATIVE, I CERTIFY THAT:

- The governing board of the applying agency (if applicable) has authorized this application.
- The term of this mini-grant funding is FY13/14 and my project must be complete by May 30, 2014.
- I acknowledge that upon approval of funding and contract execution, my organization/group will receive 75% of the Commission approved mini-grant award. After the reconciliation of the original 75% received, the balance of 25%\* will be paid to the organization/group upon Commission office receipt, review and approval of final report and all expenditure backup documentation. *\*Final payment amount will not exceed the 25% balance or the amount actually expended for the project.*
- I agree to use the mini-grant funding solely for the project/program described in my application narrative and budget submitted in my application and approved by the Commission.
- I agree to comply with all terms and conditions as described in the completed application.
- I agree that all mini-grant expenditures must be in accordance with the approved mini-grant budget.
- Any mini-grant funds not expended must be returned to the Commission by June 13, 2014.
- I agree to participate fully in Commission evaluation efforts and site visits applicable to this mini-grant.
- Any materials written, publicized, produced, or distributed by the approved project must contain the statement, "IN PARTNERSHIP WITH FIRST 5 YUBA" and include the First 5 Yuba logo.
- I agree this is a public process and all documents submitted are subject to public review.
- I will not hold First 5 Yuba liable for any loss, accident or legal dispute arising from the grantee's actions implementing a grant reward.
- I will be solely responsible for my actions, and not hold First 5 Yuba responsible for the actions of others, for legal matters ensuing from all aspects of the grant process.
- First 5 Yuba is not responsible or liable for equipment purchased or its use or any accidents that may occur during its use.
- To the best of my knowledge data provided in this application is true and accurate. I agree that if I misrepresent the items contained in this application or do not use the materials identified and purchased for children ages 0-5 in Yuba County, I will reimburse the Commission any funds expended through this mini-grant.
- I acknowledge the Commission is the final authority regarding the approval or disapproval of mini-grant funding. The Commission will not hear appeals.
- I understand that if the application is not complete or submitted to the Commission office by the deadline of Friday, November 01, 2013 12:00 p.m. it will not be scored or considered for funding.

**FIRST FIVE YUBA COMMISSION**

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
~~Program Director~~ Superintendent  
Gay Todd

\_\_\_\_\_  
Date

1/28/14

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Date

56





## Child Care Mini-Grant Application & Agreement



Amount Requested from First 5 Yuba Commission: \$5,000.00

(The amount must be \$5,000 or less)

Descriptive Title of Project: Back to Nature - Play with a Purpose Project at Covillaud Preschool and Community

Summary of Proposed Project: Our Back to Nature- Play with a Purpose Project consists of building a natural outdoor learning environment so that children can explore, discover, and investigate while providing opportunities for their overall healthy growth and development. The development of a Back to Nature outdoor learning environment will assist with developing a child's overall health and will facilitate the development of social skills, cooperation and the ability to solve problems.

It is our goal to create a Back to Nature outdoor learning environment next to the existing Covillaud Preschool play yard which would provide the highest quality of outdoor learning experiences not only for the 66 Covillaud Preschool students but for the Covillaud Community children as well, as the play yard will be available on weekends.

Number of children prenatal to age 5 you expect to serve: 110

Number of parents you expect to serve: 110

Please indicate the geographic area your project will serve: COV

Project Timeline: 12/2/2013 to 5/1/2014

Covillaud Preschool

Kathy Woods and Becky D'Agostini

Name of Requesting Child Care Business

Primary Contact

1919 B Street

Marysville

CA

95901-

Address

City

State Zip Code

(530) 749-6162 Ext.

(530) 741-6019

kwoods@mjusd.com

www.mjusd.com

Telephone

Fax

E-mail

Website

Type of Business/Agency: (Choose)

585402351

1/1967

License Number

Month/Year Program was Established

## Mini-Grant Application & Agreement (cont.)

AS THE AUTHORIZED REPRESENTATIVE OR GROUP REPRESENTATIVE, I CERTIFY THAT:

- The governing board of the applying agency (if applicable) has authorized this application.
- I or the organization represented in this application is physically located within Yuba County.
- The term of this mini-grant funding is FY13/14 and my project must be complete by May 30, 2014.
- I acknowledge that upon approval of funding and contract execution, my organization/group will receive 75% of the Commission approved mini-grant award. After the reconciliation of the original 75% received, the balance of 25%\* will be paid to the organization/group upon Commission office receipt, review and approval of final report and all expenditure backup documentation. *\*Final payment amount will not exceed the 25% balance or the amount actually expended for the project.*
- I agree to use the mini-grant funding solely for the project/program described in my application narrative and budget submitted in my application and approved by the Commission.
- I agree that all mini-grant expenditures must be in accordance with the approved mini-grant budget.
- Any mini-grant funds not expended must be returned to the Commission by June 13, 2014.
- I agree to participate fully in Commission evaluation efforts and site visits applicable to this mini-grant.
- Any materials written, publicized, produced, or distributed by the approved project must contain the statement, "IN PARTNERSHIP WITH FIRST 5 YUBA" and include the First 5 Yuba logo.
- I agree this is a public process and all documents submitted are subject to public review.
- I will not hold First 5 Yuba or the County of Yuba liable for any loss, accident or legal dispute arising from the grantee's actions implementing a grant reward.
- I will be solely responsible for my actions, and not hold First 5 Yuba or the County of Yuba responsible for the actions of others, for legal matters ensuing from all aspects of the grant process.
- First 5 Yuba or the County of Yuba is not responsible or liable for equipment purchased or its use or any accidents that may occur during its use.
- To the best of my knowledge data provided in this application is true and accurate. I agree that if I misrepresent the items contained in this application or do not use the materials identified and purchased for children ages 0-5 in Yuba County, I will reimburse the Commission any funds expended through this mini-grant.
- I acknowledge the Commission is the final authority regarding the approval or disapproval of mini-grant funding. The Commission will not hear appeals.
- I understand that if the application is not complete or submitted to the Commission office by the deadline of Friday, November 1, 12:00 p.m. it will not be scored or considered for funding.

Kathy Woods

Printed Name

Signature

Director

10/ 21/2013

Title

Date

## Project Narrative

☐

Please provide responses to the following questions:

1. Choose one of the following Result Areas that best describes this project. For a description of the Result Areas please refer to the Strategic Plan available on the First 5 Yuba Website, [first5yuba.org](http://first5yuba.org).

- ☐ Improve Family Functioning  
☐ Improve Child Development  
☒ Improve the Health of Children  
☐ Improve Systems of Care

2. Please explain the major goal or goals of this project and what you hope to achieve with the Commission funds.

Our Back to Nature - Play with a Purpose project will facilitate the Commission's goal of Result Area 4: Improve the Health of Children. It is our goal to create not just a high quality natural outdoor learning "environment", but to create a high quality natural outdoor learning "experience" for students which will promote an increase in their overall health.

Play is a vital activity for healthy child development. In addition to being fun, appropriate play activities can help students develop physical fitness, muscle coordination and balance, as well as confidence and a healthy mindset.

The Guiding Children's Social Development and Learning publication states, "Natural areas particularly seem to reduce fatigue and enhance affect and emotional self-regulation, especially for those with attention deficit-hyperactivity disorder. Human beings need contact with the natural environment to maintain their mental health."

3. Thoroughly describe your project. What activities are planned for the project to achieve the Result Area identified above? State WHAT you intend to do. Be sure to state 1) WHO will do the work, 2) WHERE it will take place, 3) HOW will it be accomplished, and 4) WHEN it will be done.

What: The Back to Nature - Play with a Purpose project would include transforming a vacant lot (58 feet x 75 feet) next to the existing Covillaud Preschool into an outdoor environment that would include a variety of natural elements such as logs, stones, sand, dirt, water, plants and wood. Project includes the development of a RiverBed with water and sand, Dirt Dig Pit, Gravel Pit, Kitchen, Hammock Area for reading, Tire Climbing Station, Ship Station, Wood Stage Area, Wood Planks, Weaving Station, TeePee Hut, Planter Boxes, Bridge, Music Area (drums, xylophone), Ball Maze, Water Gutter Flow Station, Garden Archway, Art Center with easels for painting, Pallet Garden, and much more. Who: MJUSD Maintenance Personnel will assist with the development of the play structure along with Covillaud Preschool Staff. How: A plan and timeline have been developed. All stakeholders have been involved. When: May 1, 2014.

## Project Narrative (cont.)

4. Please tell us about you or your agency. What capabilities, skills, qualifications, experience and/or credentials do you or your agency have to carry out this project?

The Marysville Joint Unified School District Covillaud Preschool staff has spent a great deal of time researching and developing this Back to Nature- Play with a Purpose Project and heavily advocates for it's funding. The Covillaud Preschool Staff, the Child Development Director and the MJUSD Maintenance Director have coordinated this project and are looking forward to buiding this project upon funding from First Five Yuba. The MJUSD Child Development Director and MJUSD Maintenance Director have been involved in similar type projects in the past and have experience with executing quality projects that meet both District and State Standards.

5. What local and/or leveraged resources are you using for your project? Example: volunteers, donations or additional funding, property or equipment.

Our project will include leveraging current MJUSD Child Development Resources and will also rely heavily on the use of donations and the volunteering of our MJUSD Covillaud Preschool Staff. The MJUSD Maintenance Department has agreed to and will play a significant role in the building/creating of the play yard. Maintenance will coordinate the building of the outdoor centers (Dirt Pit, Water Station, Stage Area, etc) in addition to getting the grounds prepared. The Covillaud Preschool Staff have secured donated items for use: logs, planks, tires, seating areas, bamboo, pallets and much more. The MJUSD Child Development Program will utilize the expansive grounds next to the existing Covillaud Preschool play area for this Back to Nature - Play with a Purpose Project. All labor costs to create this project will be an In-Kind Contribution from the Child Development Program or will be volunteer time from staff.

## Budget Request Form ☐

Please provide a list of supplies and materials needed for the project. Attach detailed information for each item such as bids, descriptions and photos from catalogs or websites to clearly identify the items you are requesting. Include actual tax and shipping charges. Do not include indirect administrative costs. If your project involves labor or installation (for example, assembling and installing new playground equipment), please describe who will do the work and whether it is paid or volunteer labor.

Category Supplies, equipment, salaries, travel, misc.	Item Description (if possible list the vendor)	Unit Cost	Qty	Total Amount of Project	Total Amount Requested
1. Supplies	lattice, plants, pea gravel, sand, dirt, pvc pipe, gutters, flexible aluminum duct, wine barrels, handwater pumps, water tub, 4x6 lumber, 2x4 lumber, peeler core posts, chalkboard, hammocks, rope, kitchen faucet, sealant, decomposed granite, string, fencing, gate, bolts, cement	Items will be purchased from Home Depot, Hasties Sand and Gravel, Lowes, Target and MJUSD District Maintenance Department		\$5,000.00	\$5,000.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
	<b>Total</b>				\$5,000.00

## Budget Justification



Please briefly explain the proposed budget, including other funding sources, in-kind costs, and any collaboration. Please clearly state exactly what First 5 Yuba dollars would be paying for. Do not use any additional pages.

The MJUSD Child Development Director has met with the MJUSD Maintenance Director to collaborate and estimate costs for this project. All of the expenditures listed above are within the Supplies Categories. Cost estimates have been approximate as some of the items (dirt, decomposed granite, sand) are more difficult to project accurate quantities as they may vary depending on the depth necessary to apply those items in the play space.

In-Kind Costs include the labor costs to remove the existing antiquated play structure, labor costs to create the various outdoor stations and labor costs to develop the grounds.

The Covillaud Preschool staff will also be donating their time to assist with the development of the project as well.

## Insurance Requirements ☐

The Grantee shall maintain a commercial general liability insurance policy in the amount of at least three hundred thousand dollars (\$300,000.00). The Commission may request higher levels of coverage, at its discretion.

- ☒ This contract does not involve the use of any vehicle.  
☐ This contract DOES involve the use of a vehicle.

Where the services to be provided under this Contract involve or require the use of any type of vehicle by the grantee in order to perform said services, the Grantee shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless the Commission specifically consents to a "claims made" basis. If the Commission does not consent to "claims made" coverage, the Contractor shall purchase "tail" coverage in the event that the Contractor changes insurance carriers during the term of this Contract or for one year thereafter. Proof of such "tail" coverage shall be required at any time during the term of this Contract that the Contractor changes to a new carrier prior to receipt of any payments due. The Commission shall be named as an additional insured on the commercial general liability policy. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to the Commission prior to commencement of work, and said certificates and endorsements shall provide for a minimum ten (10) day advance notice by the Commission of any termination or reduction in coverage. A certificate of Worker's Compensation Insurance coverage is also required, if applicable to the Grantee's project.

Nothing herein shall be construed as a limitation of Grantee's liability and the Grantee shall indemnify and hold the Commission harmless and defend the Commission against any and all claims, damages, losses and expense that may arise by reason of the Grantee's negligent actions or omissions. Commission agrees to timely notify Grantee of any negligent claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, the Commission may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

## Non-Discrimination Statement ☐

To comply with Government Code Section 12990 and California Administrative Code, Title 11, Division 4, Chapter 5, each applicant must complete the Non-Discrimination statement.

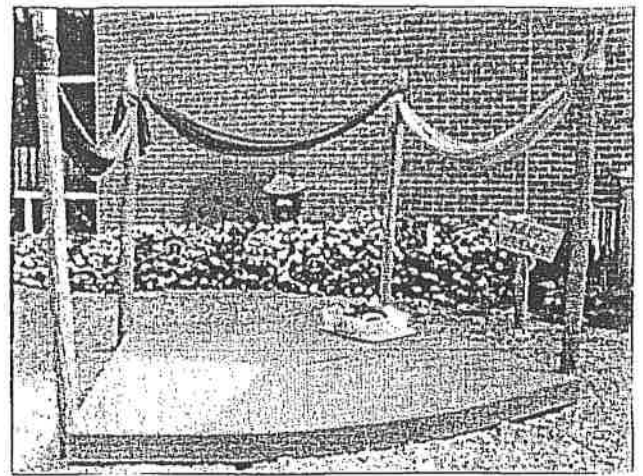
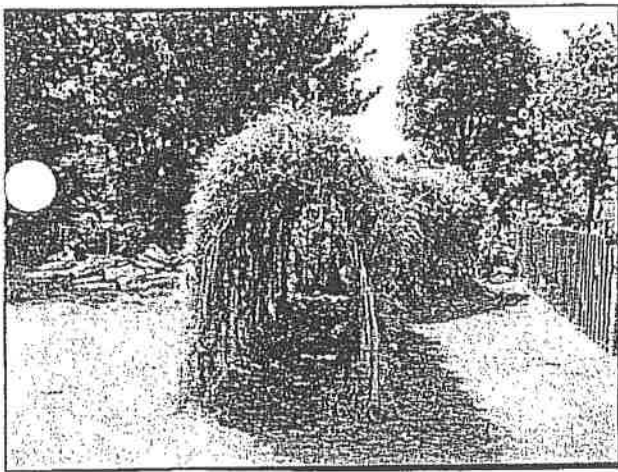
Marysville Joint Unified School District (herein referred to as "prospective contractor")  
(Individual or Organization Name)

hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, sex, or age (over forty).

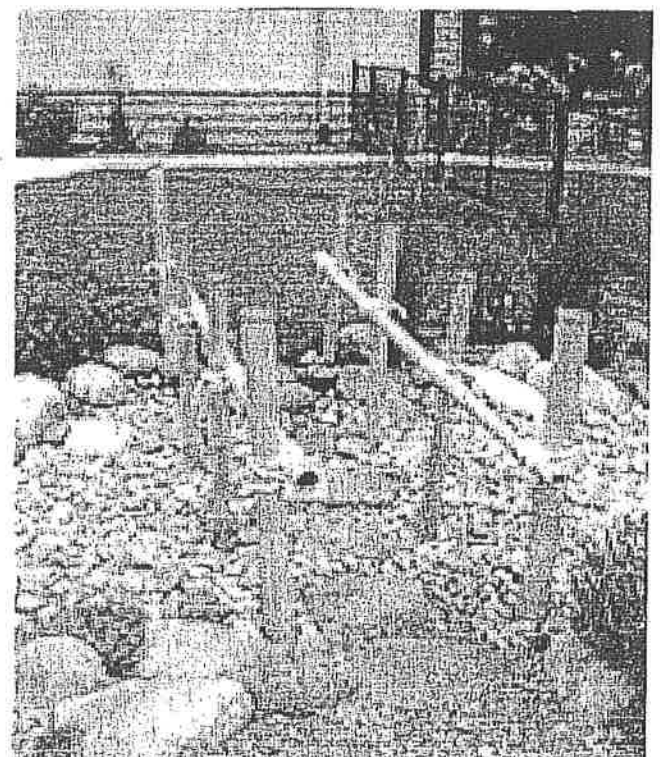
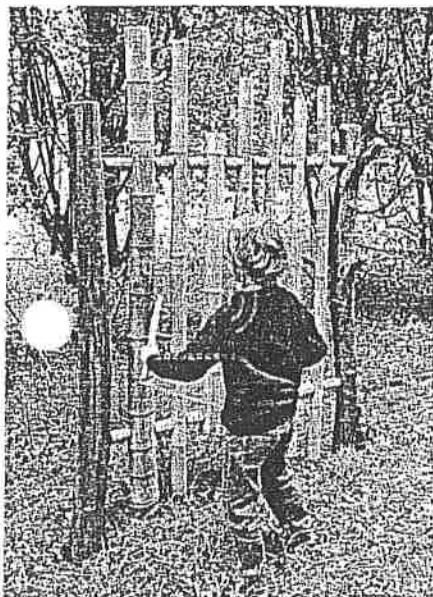
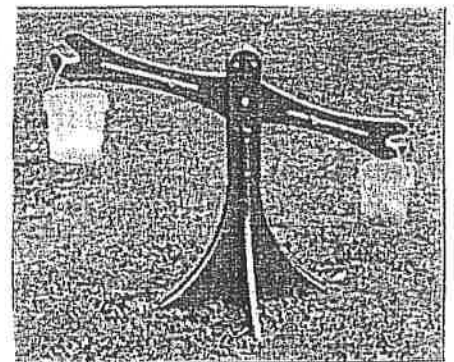
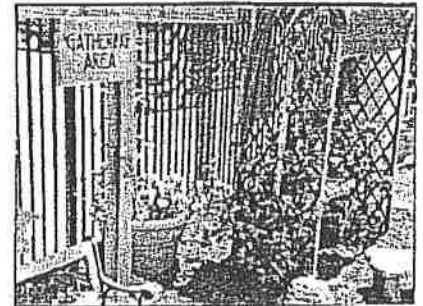
Signature

10/30/2013

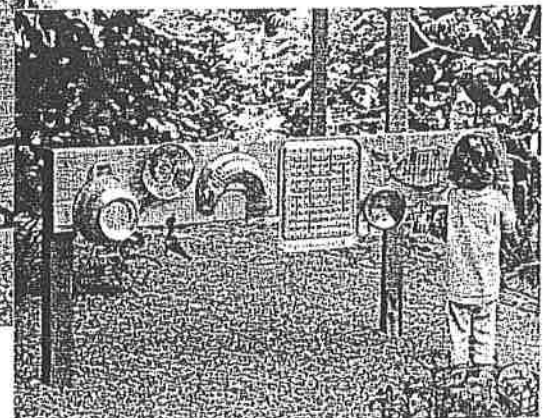
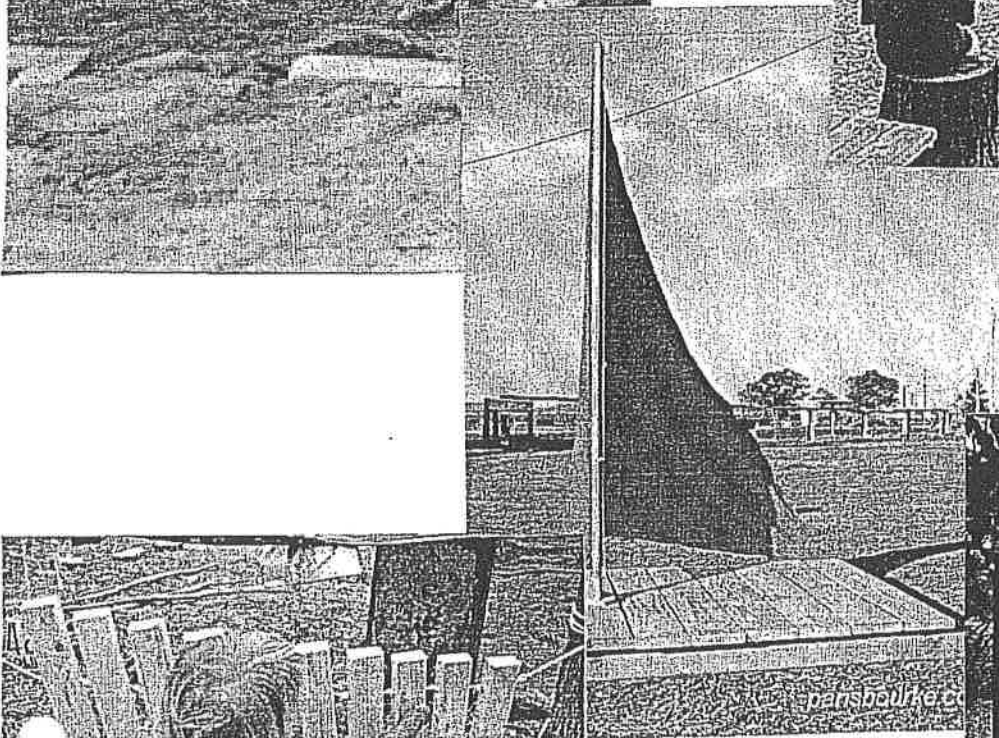
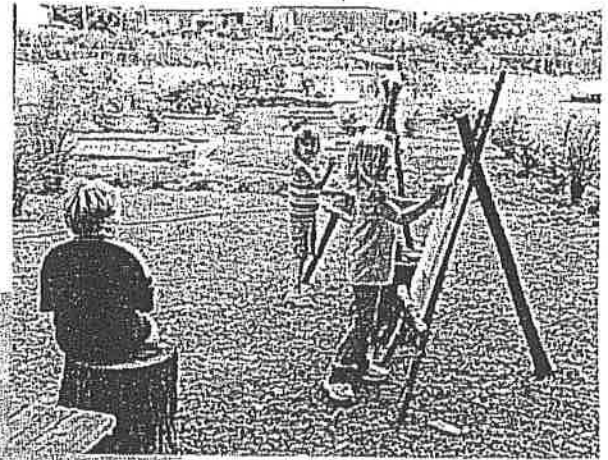
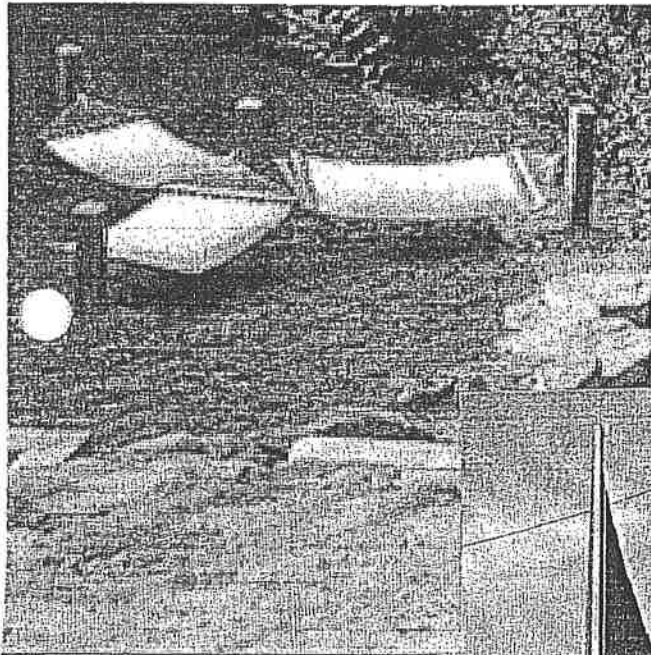
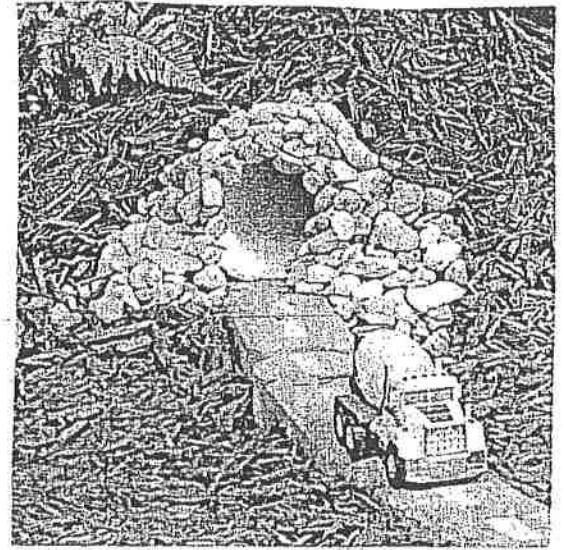
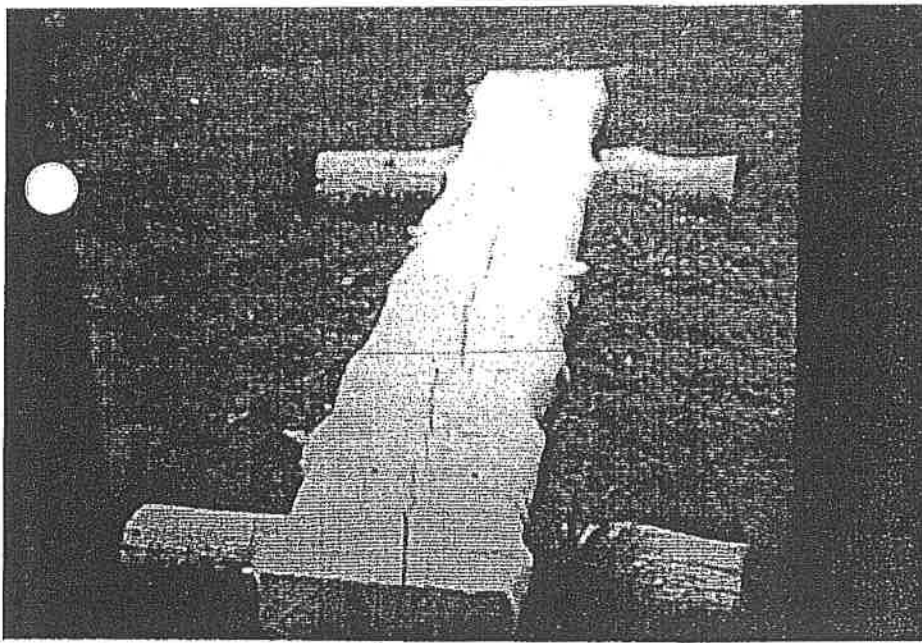
Date



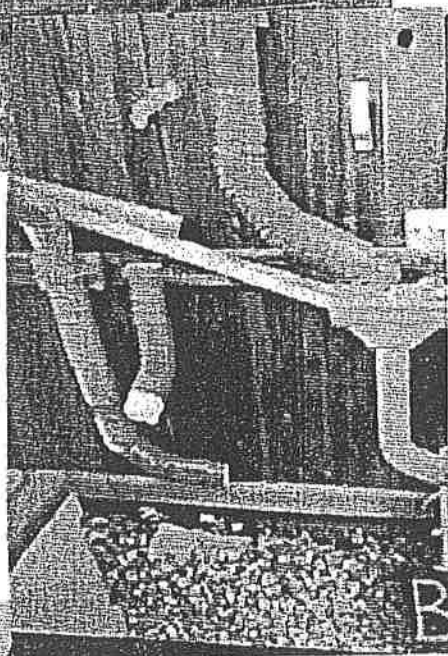
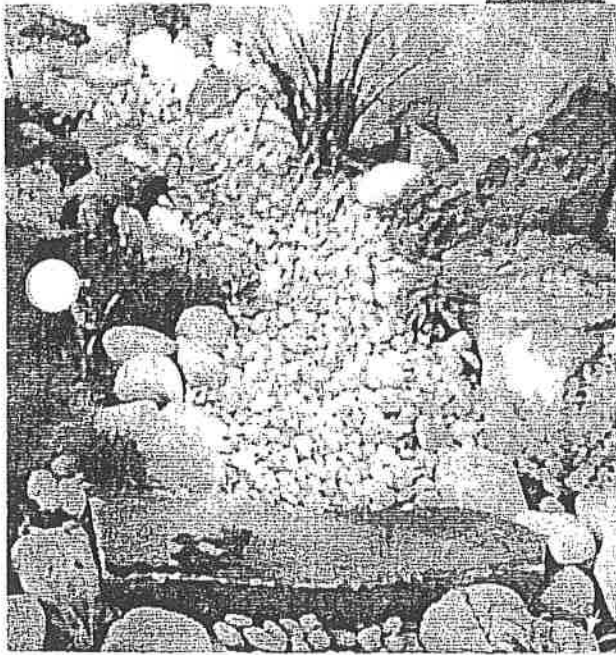
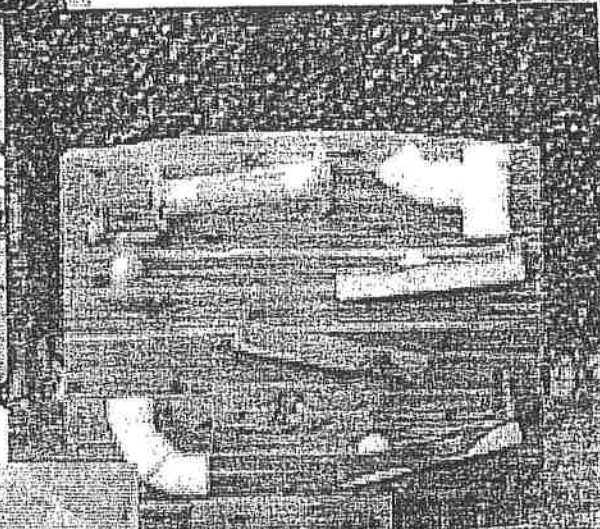
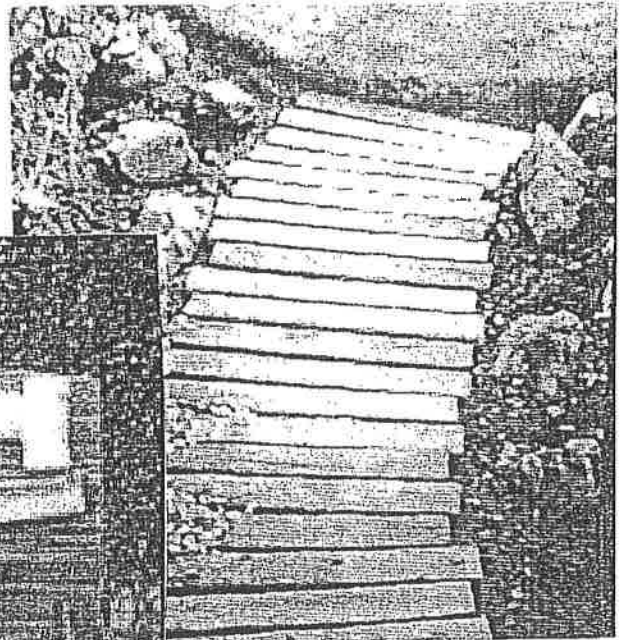
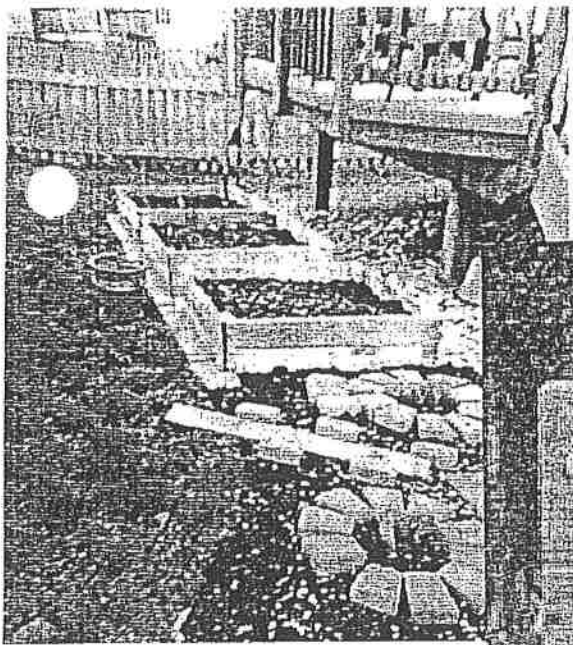
✂ Let the children PLAY  
 stomp in PUDDLES climb trees  
 Dig in the dirt go on a  
 bug hunt make mud pies  
 ROLL Down a hill build  
 a cubby make a daisy chain  
 create a garden for fairies  
 Playing  
 outside  
 makes  
 children  
 ★ smarter  
 ● healthier  
 ● happier



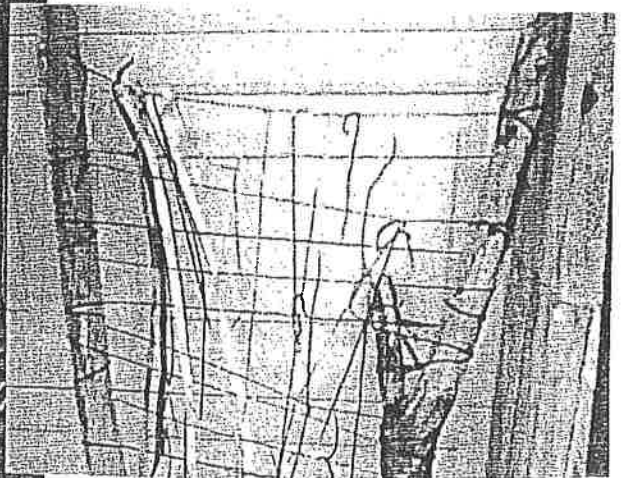
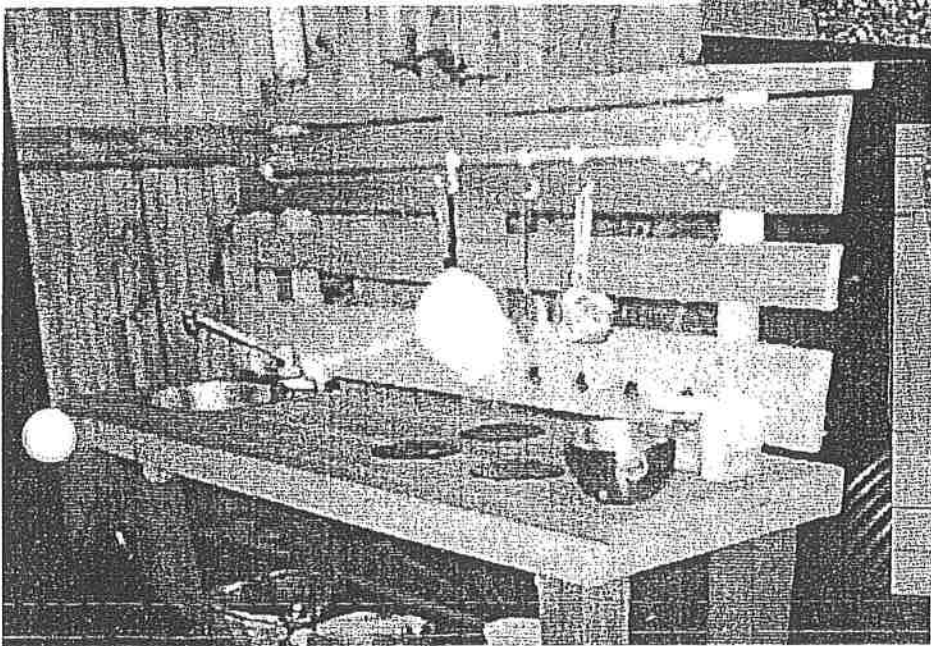








Backyard  
BALL RUN



**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL TO:**

Marysville Joint Unified School District  
Facilities Construction Management Dept.  
1919 B Street  
Marysville, CA 95901

**NOTICE OF COMPLETION**

NOTICE is hereby given, that **Gay Todd**, 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:

Portable Demolition & Relocation  
P13-03578 - Job 8083 - DSA#02-112861

Cedar Lane Elementary School – 541 Cedar Lane, Marysville, CA 95901

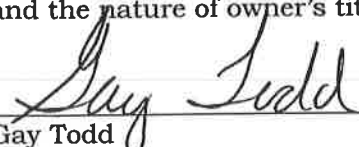
That Marysville Joint Unified School District, owner of said land, did on the **23<sup>rd</sup> day of May 2013**, entered into a contract with **Broward Builders, Inc. for all work related to the demolition of one portable building at Cedar Lane, relocation of one portable building from Ella Elementary to Cedar Lane Elementary and related sitework to the above site** upon the land above described;

That on the **10<sup>th</sup> day of January 2014**, the said contract or work or improvements, as a whole, was actually completed by the said **Broward Builders, Inc., 1200 E. Kentucky Avenue, Woodland, CA 95776:**

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

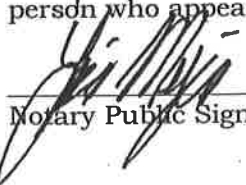
and the nature of owner's title to said property is fee simple.

  
\_\_\_\_\_  
Gay Todd  
Superintendent

State of California

County of **YUBA**

Subscribed and sworn to (or affirmed) before me on this 14<sup>th</sup> day of January 2014, by **Gay Todd**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
\_\_\_\_\_  
Notary Public Signature





## FORM OF CONTRACT

### AGREEMENT FOR CONSTRUCTION:

THIS AGREEMENT is made and entered into as of this 19 day of December, 2013, by and between the Marysville Joint Unified School District (hereinafter referred to as "District" or "Owner"), and Contractor: BRCO Constructors, Inc.

Address: PO Box 367, Loomis, CA 95650

Phone/Fax: 916-652-3868 / 916-652-3922

an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

#### Section 1 SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for:

(Project Name) Portable Demolition, Asbestos Removal & Related Sitework (Site) Dobbins & Yuba Gardens

#### Section 2 CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as "the Contract", consist of the Notice to Bidders, Proposal Form, Bid Proposal Form, Agreement Form, Request for Authorization to Receive State Summary Criminal History, Independent Contractor Certification of Employee Clearance, Subsequent Arrest Notification, this Form of Contract, Payment Bond, Performance Bond, Contractor's Guarantee Form, Badge and Key Guideline Forms, General Conditions, Technical Specifications, Special Provisions, Hazardous Materials Requirements (if applicable), Preliminary Construction Schedule, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Supplemental Drawings, and the approved Contract Schedule.

#### Section 3 RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

The Contractor shall take and assume all responsibility for the work. The Contractor shall bear all losses and damages directly resulting to him, to the District, or to others on account of the performance or character of the work, unforeseen difficulties, accidents or any other causes whatsoever. The Contractor shall assume the defense of and indemnify and save harmless to the District, and its officers and employees, from all claim, loss, damage, injury and liability of every kind, nature and description including costs and attorneys' fees, directly or indirectly arising from the performance of the contract or work; and from any and all claims, loss, damage, injury and liability including costs and attorney' fees, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract.

#### Section 4 CONTRACT AMOUNT

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of:

DOLLARS, (\$32,315.00 Thirty-Two Thousand, Three Hundred Fifteen), subject to adjustment as provided in the Contract Documents.

#### Section 5 PROGRESS PAYMENTS

The price to be paid said Contractor as hereinafter provided shall be paid in legally executed and regularly issued warrants of said District, drawn on the appropriate fund or funds as required by law and the order of said District. The payment of the progress payments by the District shall not be construed as acceptance of the work done up to the time of such payments. Progress payments shall only be made according to a schedule attached hereto. Lack of such schedule indicates that the District will make payment only after satisfactory completion of this agreement. Neither the contract, nor any party thereof, nor any monies due to or to become due there under may be assigned by the Contractor without the approval of the District, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

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**Section 6**      **LABOR CODE COMPLIANCE**

Contractor and its subcontractors shall fully comply with all provisions of the California Labor Code and California Code of Regulations governing the performance of public works contracts, including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records and prohibition against discrimination. In addition, Contractor will be insured against liability for workers' compensation. Complete and submit labor code certification form, Section 7.

**Section 7**      **LABOR CODE CERTIFICATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Dated: 12/19/13

(Corporate Seal)

Company BRCO Constructors, Inc.

Print Name Ted Burres

Signature 

Title Operations Manager

**Section 8**      **PENALTIES: LABOR CODE**

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

- A. Not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wages for any work done by him/her under this Contract or under any subcontract on the Project. If a worker employed by a subcontractor on the Project is paid less than the prevailing wages by the subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).
- B. Twenty-five dollars (\$25) for each worker employed in the execution of this agreement by the Contractor or by any subcontractor on the Project for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.
- C. Failure to provide CPR's to the District at times designated in the Contract Documents, or within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of progress payments, result in a penalty in the amount of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. The Contractor is not subject to this penalty assessment due to the failure of a subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.
- D. Violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars (\$100) for each full calendar day of non-compliance. A Contractor or subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars (\$300) for each full calendar day of noncompliance.

**Section 9**      **HOURS OF WORK; APPROVAL OF SCHEDULES**

Eight (8) hours of labor constitutes a legal day's work, and forty (40) hours constitutes a legal work week. No worker employed at any time by the Contractor, or by any subcontractor upon the Project, shall be required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

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Holiday and overtime work, when permitted by law and approved by the District, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.

The District reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress.

#### Section 10      EXTRA AND/OR ADDITIONAL WORK AND CHANGES

Should said District at any time during the progress of said work request any alteration, deviations, additions, or omissions from the said contract, it shall be at the liberty to do so, and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said contract price as the case may be. All Change Orders shall be signed for by the District. The value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the contract or subsequently agreed upon;
3. By the District Representative's estimate of the value of the change; or
4. By Time and Material (T&M).

If none of the above methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, he shall keep and present in such form as the District may direct, a correct account of the net cost of labor and materials, together with vouchers.

In such case, the District shall certify to the amount, including reasonable allowance for overhead and profit due to the Contractor. Overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the work. Should the work be performed by a subcontractor, the subcontractor shall receive fifteen percent (15%) overhead and profit, while the General Contractor receives ten percent (10%) overhead and profit. The fee shall be compensation to cover the cost of supervision, preparation of related documentation, field and office coordination, overhead, bond, profit and any other general expenses. Pending final determination of value, payments on account of change shall be made.

#### Section 11      CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Project Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than ten (10) calendar days after first observance of the conditions. The District and/or Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in Contractor's cost of, time required for, or performance of any part of the work, will recommend an equitable adjustment in the contract sum, contract time, or both. If Architect determines that the conditions at the site are not materially different from those indicated in the Project Documents and that no change in the terms of the Agreement is justified, the District and/or Architect shall so notify Contractor in writing, stating the reasons. The District and/or Architect's response to the claim must be made within ten (10) calendar days of receipt of the claim. Claims by either party in opposition to such determination must be made within ten (10) calendar days after the District and/or Architect has given notice of the decision. If the District and Contractor cannot agree on an adjustment in the contract sum or the contract time, the adjustment shall be referred to the District and/or Architect for initial determination, subject to other proceedings pursuant to the resolution provisions in this Form of Contract.

#### Section 12      UTILITIES

All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

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If Contract is for addition to existing facility, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

#### Section 13 EXISTING UTILITY LINES; REMOVAL, RESTORATION

Pursuant to Government Code Section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the District to provide for removal or relocation of such utility facilities. If the Contractor, while performing work under this Agreement, discovers utility facilities not identified by the District in the plans or specifications, Contractor shall immediately notify the District and the utility in writing. Contractor shall be compensated according to the provisions governing changes in the work.

This Section shall not be construed to preclude assessment against Contractor for any other delays in completion of the work. Nothing in this Section shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

As part of the work to be performed, Contractor shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

#### Section 14 FINAL PAYMENT

When the Contractor determines that all of the Work on the Project is complete, that all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents, and that all contractual close out documents have been submitted, the Contractor shall submit an application for final payment on the form provided.

#### Section 15 RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

#### Section 16 POSTING SECURITIES IN LIEU OF WITHHOLDS

Pursuant to the requirements of Public Contract Code Section 22300, upon Contractor's request, District will make payment to Contractor of any earned retention funds withheld from payments under this Agreement if Contractor deposits with the District or in escrow with a California or federally chartered bank acceptable to District, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- A. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- B. All expenses relating to the substitution of securities under said Section 22300 and under this Section, including, but not limited to District's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the Contractor.
- C. If Contractor shall choose to enter into an escrow agreement, such agreement shall be satisfactory to District, which agreement shall be in the form attached hereto as part of the Project documents and which shall allow for the conversion to cash to provide funds to meet defaults by Contractor including, but not limited to, termination of Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project documents.
- D. Securities, if any, shall be returned to Contractor only upon satisfactory completion of the Agreement.

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To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District determines to withhold, Contractor shall immediately and at Contractor's expense deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

In the alternative, under Section 22300, Contractor, at its own expense, may request District to make payment of earned retention funds directly to the escrow agent. Also at the expense of Contractor, Contractor may direct investment of the payments into securities, and Contractor shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from District, pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than twenty (20) days after receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld from each subcontractor on the amount withheld to insure performance of Contractor.

Either alternative under this Section may be exercised only if requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award. The Contractor shall notify its subcontractor in writing within fifteen (15) days of exercising this option.

If any provision of this Section shall be found to be illegal or unenforceable, then, notwithstanding, this Section shall remain in full force and effect, and such provision shall be deemed stricken.

#### Section 17      TIME OF COMPLETION

The Work shall be commenced on the date specified in the District's "Notice to Proceed," and shall be fully completed as described in the Contract Documents, including, without limitation, all document requirements within this Agreement package, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

#### Section 18      PAYMENT WITHHELD

The District, may withhold, or on account of subsequently discovered evidence, nullify, the whole or part of any payment as to such extent as may be necessary to protect the District from loss on account of:

- (1) Defective work not completed.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of Contractor to make payments properly to subcontractors, or for materials or labor.
- (4) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (5) Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

#### Section 19      NO WAIVER OF REMEDIES

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

#### Section 20      LIQUIDATED DAMAGES

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Liquidated damages will be assessed against Contractor in the amount of \$1000 per day, plus additional inspection costs, or actual damages to the District if Contractor fails to substantially complete the Work within the required Contract Time, including any required milestone completion dates. The provision for liquidated damages in the Contract Documents shall not be applicable nor act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

#### Section 21 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall keep itself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

If Contractor observes that plans, drawings or specifications are at variance therewith, Contractor shall promptly notify Architect in writing and any changes deemed necessary by the Architect shall be adjusted as provided for changes in work. If Contractor performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to Architect, Contractor shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC § 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

#### Section 22 ATTORNEY'S FEES

In any legal or equitable action or proceeding, including arbitration and mediation, and other litigation, brought either to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred therein, including expert witness fees and costs.

#### Section 23 INSURANCE

Contractor shall maintain policies of public liability bodily injury insurance (including automobile liability) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) for injury or death arising out of any one occurrence and property damage liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) against any liability arising directly or indirectly out of any activity, performance, or operation under the Contract. The hereinabove mentioned policies shall include the District, Officers and Employees as additional insureds and the coverage of said policies shall be expressly made primary insurance with respect to any other similar coverage carried by the District. Copies of such policies or certificates evidencing such policies shall be first approved by the Owner and filed with the Board of Trustees of the District. Said policies of public liability insurance shall contain a contractual liability endorsement recognizing the contractual obligation of Contractor to District contained in this paragraph. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification or reduction of limits. Upon request of Contractor, the District may, in its sole discretion, approve lower levels of coverage than specified above.

Contractor shall obtain and pay for fire insurance upon all work to be done under this Contract; and upon all materials in or adjacent to said work and intended for use therein; and for full value of any building in which any part is to be remodeled. The policy shall be written for 100% of insurable value thereof, under either a Builders' Risk Reporting Form or Completed Value Builders' Risk Form, and shall include extended coverage and vandalism and malicious mischief endorsement.

Contractor shall file a copy of Contractor Workers' Compensation Insurance policy with District prior to start of construction, liability with a limit of not less than One Million Dollars (\$1,000,000.00).

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Owner shall be named as an additional named insured on Contract(s) and a certified copy of policy delivered to Owner. Notify Owner at least ten (10) calendar days prior to deletion of construction coverage, so Owner can effect necessary insurance coverage at Contractor expense.

#### Section 24      PERFORMANCE AND PAYMENT BONDS

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

#### Section 25      QUALITY OF MATERIALS AND PRODUCTS

The Contractor shall, if required by the Architect, Project Inspector, or District Representative, furnish satisfactory evidence as to the kind and quality of materials provided.

The District Representative may require, and the Contractor shall submit if required, a list designating the source of supply of each item of materials incorporated into the Work, and in such event, those materials or products shall not be delivered to the Work nor installed therein until after the District Representative has approved the list.

Contractor shall certify that the materials and equipment installed comply with the Contract Documents and to the best of the Contractor's knowledge, no installed materials or equipment contain asbestos.

In the event of a specification that allows Contractor to select one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items Contractor has furnished. Contractor will update the Record Drawings and annotate specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and annotated specifications shall be kept at the work site and available for inspection by the District and the Architect.

#### Section 26      NON-UTILIZATION OF ASBESTOS MATERIAL

The Contractor will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.

Should asbestos containing materials be installed by Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
3. The asbestos consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.
4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the District shall be borne entirely by Contractor.

Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, Contractor acknowledges the above and agrees to hold harmless the District, its Governing Board, employees,

agents, and Architect and assigns for all asbestos liability which may be associated with this work. Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

**Section 27      ASSIGNMENT OF ANTITRUST ACTIONS**

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

"In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties."

Contractor, for itself and all subcontractors, agrees to assign to District all rights, title, and interest in and to all such causes of action Contractor and all subcontractors may have under the Agreement. This assignment shall become effective at the time District tenders final payment to Contractor, and Contractor shall require assignments from all subcontractors to comply herewith.

**Section 28      CLAIMS IN EXCESS OF \$375,000**

For all claims in excess of \$375,000, Contractor shall give written notice of claim to the District Representative within thirty (30) days of the date of the District Representative's estimate of sums due, stating in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate. Thereafter, Contractor must comply with the requirements of the California Government Code regarding claims against public entities (Government Code Sections 900 and following).

The Contractor's notice of claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 29, below. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

Failure to comply with these notices and/or time requirements shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

**Section 29      CLAIMS OF \$375,000 OR LESS**

All claims under this Contract of \$375,000 or less shall be resolved in accordance with Section 20104 et seq. of the Public Contract Code, except that the claim must be submitted no later than thirty (30) days of the date of the District Representative's estimate of sums due. The Contractor's claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 29, below. Failure to include these required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.

Failure to comply with the time requirements set forth above shall constitute a waiver of the claim and an absolute bar against further pursuing the claim.

Pursuant to Public Contract Code sections 20104-20104.8, in addition to the notice and claim provisions set forth throughout the Contract Documents, the following terms and conditions shall apply.

**§ 20104.      Application of article; inclusion of article in plans and specifications**

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

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- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.  
(2) "Claim" means a separate demand by Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2. Claims; requirements; tort claims not covered by this article**

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4 Civil actions; mediation and arbitration; qualifications and expenses of mediators and arbitrators; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to a court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state of county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in mediation or arbitration process.

**§ 20104.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment**

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**Section 30 CLAIM CERTIFICATION**

Contractor acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code §12650 et seq.). Submission by Contractor of any claim (as the term "claim" is defined in False Claims Act) to the District in connection with the Project, whether on its behalf or on behalf of a subcontractor or material supplier, shall constitute a representation by Contractor to the District that submission of the claim does not in any respect, violate the False Claims Act. Any party with an interest in the claim, including Contractor and any subcontractor or material supplier, shall certify under penalty of perjury the validity and accuracy of any claim submitted to the District, as provided below. Compliance with this claims certification requirement shall be a

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condition precedent to any obligation District might otherwise have to review the claim and failure to provide such certification shall constitute a waiver of the claim. See Section 30, below for Claim Certification Form.

**Section 31 CLAIM CERTIFICATION FORM**

The claim certification required by this section shall provide as follows:

**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, et seq. I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: 12/19/13

Company BRCO Constructors, Inc.

Print Name Tod Burres

Signature 

Title Operations Manager

(Corporate Seal)

**Section 32 TERMINATION BY THE DISTRICT FOR BREACH, ETC**

If the Contractor or any of his Subcontractors should violate any of the provisions of the contract, or if he should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the District, then the District may, when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract. Such notice to terminate the Contract shall contain the reasons for such intention and, unless within five (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon expiration of said five (5) days, cease and terminate.

In the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the District written notice of its intention to take over and perform the contract and does not commence performance thereof within ten (10) days stated above from the date of the serving of such notice, the District may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the District for any excess cost occasioned in completing the work. The District may utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary thereof for completion. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District

**Section 33 ASSIGNMENT**

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

**Section 34 NO THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely between District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

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Section 35      AGREEMENT BINDING

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 36      AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents; the terms and conditions set forth in this Agreement shall prevail.

Section 37      TRENCHES

The Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

If this Agreement involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall, in advance of excavation, submit to the District or to whomever District designates, a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the District. Labor Code Sections 6500 and 6705; Health and Safety Code Section 17922.5.

Pursuant to Labor Code Section 6705, nothing in this Section shall impose tort liability upon the District of any of its employees.

If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
  - 1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site different from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.
- B. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Project Documents.
- C. In the event a dispute arises between the District and Contractor, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Project Documents, but shall proceed with all the work to be performed under the Project Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104)

Section 38      OWNERSHIP AND USE OF DOCUMENTS

All original drawings, specifications and other incidental architectural and engineering work or materials and other project documents prepared by the Architect and furnished by the District are and shall remain the property of the District. They are not to be used in other work and are to be returned to District on request at completion of work, and may be used by District as it may require, without any additional costs to District.

Section 39      FINGERPRINTING

Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as part of this Agreement and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as provided in this Agreement. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campus.

Failure to comply with this Section of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 40      SITE ACCESS

Contractor will submit forms included in this Agreement to obtain badges for site access and site keys, when necessary.

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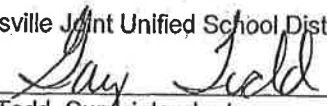
**Section 41 GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, California 95826.

Marysville Joint Unified School District

  
Gay Todd, Superintendent

Board Approval Date

**BRCO Constructors, Inc.**

Contractor

By

(Corporate Seal)

Lts

**PO Box 367**

Business Address

**Loomis, CA 95650**

**511602**

License Number

Federal ID Number

**CORPORATE CERTIFICATE**

I, Kathie Roth, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that Tod Burres, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers. I acknowledge that any false, deceptive, misleading or non-disclosed information related to this certification may result in tort liability for my company.

(Corporate Seal)

  
Secretary

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION 2013-14/20**

*AMENDMENT TO RESOLUTION 2013-14/03*

**WHEREAS**, the California Department of Education, Child Development Services, has submitted amended 2013-14 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 amended contracts and adopt the revised income and expenditure accounts budgeted for the 2013-14 school year.

INCOME:

CSPP-3653	12-5025-0- - -8290- -9210	\$ 65,614.00
	12-5025-0- - -8290- -9210	\$ 31,297.00
	12-6105-0- - -8590- -9210	\$1,300,818.00
	12-6105-0- - -8590- -9210	\$ 107,247.00
	12-6105-0- - -8590- -9210	\$ 146,418.00
CCTR-3328	12-5025-0- - -8290- -9201	\$ 52,478.00
	12-5025-0- - -8290- -9201	\$ 25,032.00
	12-6105-0- - -8590- -9201	\$ 85,778.00

TOTAL REVENUE \$1,814,682.00

EXPENDITURES:

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

TOTAL EXPENDITURES \$1,814,682.00

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 28<sup>th</sup> day of January 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:



\_\_\_\_\_  
Gay S. Todd, Superintendent  
Secretary - Board of Trustees

\_\_\_\_\_  
Frank J. Crawford  
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 13 - 14****Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Increase (AB110)/Restoration

**DATE:** July 01, 2013**CONTRACT NUMBER:** CSPP-3653**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM**PROJECT NUMBER:** 58-7273-00-3**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3653, shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,488,015.00 and inserting \$1,651,394.00 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 43,281.0 and inserting 48,034.0 in place thereof.

Minimum Days of Operation (MDO) Requirement 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 Gay Todd, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 163,379	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,488,015	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,651,394	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE	

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3653

## Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 103	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 65,511	(OPTIONAL USE)0656 13609-7273	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 65,614	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -4,779	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 36,076	(OPTIONAL USE)0656 15136-7273	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 31,297	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,014	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,288,804	(OPTIONAL USE)0656 23038-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,300,818	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,623	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 97,624	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 107,247	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 146,418	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 25231-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 146,418	ITEM 30.10.010. 6100-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
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	DATE	

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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 13 - 14****Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

Increase (AB 110)

**DATE:** July 01, 2013**CONTRACT NUMBER:** CCTR-3328**PROGRAM TYPE:** GENERAL CHILD CARE &  
DEV PROGRAMS**PROJECT NUMBER:** 58-7273-00-3**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CCTR-3328, shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$159,331.00 and inserting \$163,288.00 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 4,634.0 and inserting 4,750.0 in place thereof.

Minimum Days of Operation (MDO) Requirement 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 Gay Todd, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,957	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 159,331	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 163,288	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
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 See Attached		DATE 85	

CONTRACTOR'S NAME: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT


CONTRACT NUMBER: CCTR-3328

## *Amendment 01*

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 82	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 52,396	(OPTIONAL USE)0656 13609-7273	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 52,478	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -3,822	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 28,854	(OPTIONAL USE)0656 15136-7273	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,032	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,697	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 78,081	(OPTIONAL USE)0656 23254-7273			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 85,778	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	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 	DATE	

# Marysville Joint USD

## Board Policy

### Tobacco

BP 5131.62

#### Students

The Board of Education recognizes that tobacco use presents serious health risks and desires to provide support and assistance in the prevention and intervention of tobacco use among youth.

**Tobacco products include cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes and nicotine delivery devices, such as electronic cigarettes.**

(cf. 5131.6 - Alcohol and Other Drugs)

Students shall not smoke or use tobacco, or any product containing tobacco or nicotine, while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. **Students' possession or use of nicotine delivery devices, such as electronic cigarettes, is also prohibited.** (Education Code 48901)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The district's comprehensive prevention/intervention program shall be based on an ongoing assessment of objective data regarding tobacco use in the schools and community and on research identifying strategies that have proven effective in preventing or reducing tobacco use among youth. The program shall be designed to meet a set of measurable goals and objectives and shall be periodically evaluated to assess progress.

(cf. 0500 - Accountability)

The district shall provide developmentally appropriate tobacco use prevention instruction for students in grades kindergarten through 12.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

The Superintendent or designee also may provide students with counseling and other support services to assist in the prevention or reduction of tobacco use.

(cf. 6164.2 - Guidance/Counseling Services)

Information about smoking cessation programs shall be made available and encouraged for students and staff. (Health and Safety Code 104420)

(cf. 4159/4259/4359 - Employee Assistance Programs)

The Superintendent or designee shall coordinate prevention and cessation efforts with the local health department, other local agencies and community organizations and shall involve students, parents/guardians, families and the community in support of school-based programs.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

#### Legal Reference:

##### EDUCATION CODE

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

##### HEALTH AND SAFETY CODE

104350-104495 Tobacco use prevention education

##### PENAL CODE

308 Minimum age for tobacco possession

##### UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug-Free Schools and Communities Act

#### Management Resources:

##### CDE PUBLICATIONS

Getting Results: Developing Safe and Healthy Kids, 1998-99

##### CENTERS FOR DISEASE CONTROL PUBLICATIONS

Guidelines Related to School Health Programs to Prevent Tobacco Use and Addiction, 1994

##### NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy, and Ready to Learn: A School Health Policy Guide, 2000

##### WEB SITES

CDE: <http://www.cde.ca.gov>

California Department of Health Services: <http://www.dhs.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

U.S. Surgeon General: <http://www.surgeongeneral.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Association of State Boards of Education: <http://www.nasbe.org>

#### Policy MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

Revised: 1-28-14 (agendized to hold public hearing)