

Mental Health Services for Students with Special Needs

Office of Student Services

Toni S. Vernier

2/25/2014

During the 2011-2012 school year, Assembling Bill 114 was passed and Local Education Agencies (LEAs) became solely responsible for the provision of Mental Health services to students with disabilities. This report provides an overview of the service delivery model for Marysville Joint Unified School District.

Report to the Board of Trustees

Assembly Bill 114

On June 30, 2011 Assembly Bill (AB) 114, was signed into law. Under AB 114, several sections of Chapter 26.5 of the California Government Code (GC) were amended essentially ending the state mandate on county mental health agencies to provide mental health services to students with disabilities. **With the passage of AB 114 local educational agencies (LEAs) became solely responsible for addressing the mental health needs of students with disabilities.**

During the 2012-2013 school year, school districts across the state of California struggled to define what it meant from a personnel and logistical stand point to be the agency responsible for mental health services. Several months passed during the 2012-2013 school year with questions regarding funding, services, and placement. Individualized Education Plan (IEP) teams struggled to determine how to transition services previously provided by county mental health agencies and into the schools.

Both state and federal resources are allocated for the provision of mental health services according to student's IEPs. These dollars shifted from County Mental Health agencies to County Offices of Education. Monies are allocated to county offices and in turn SELPAs determine how to allocate the resources to each of its school districts. The Yuba County SELPA Operations and Superintendent's councils approved a funding allocation based upon ADA. Marysville Joint Unified School District, at this time, receives approximately \$600,000 to ensure that the mental health needs of students with special needs are met according to their IEPs and that the continuum of Special Education supports and services available to students with special needs is **expanded to incorporate mental health services.**

A Tiered Approach

The Yuba County SELPA has adopted, similar to research-based academic intervention models, a tiered approach to mental health interventions based upon an intensity need. A tiered approach to service delivery provides the means for schools to provide appropriate levels of interventions before recommending more specialized mental health services and more restrictive settings.

In Tier I, the focus is on the use of evidence-based, targeted curriculum to all students' utilizing classroom-wide positive behavioral interventions. Tier I interventions are not typically prescribed within an individual IEP and are available to all students. Individual school sites are able to implement all Tier 1 interventions and often do so with the support of school psychologists and outreach specialists. Examples of Tier I Interventions are:
mentoring programs,
tutoring,
counseling and support,
parent conferences,
peer conflict resolution,
and Student Success Team (SST) meetings.

In Tier II, supplemental instruction and/or support is provided to those students who exhibit social and adjustment challenges despite the implementation of Tier I interventions. Tier II interventions can be delivered through an individualized problem-solving approach and/or a standard treatment protocol. A standard treatment protocol uses a set of research-based practices to provide group interventions in a systematic manner. Such interventions are generally highly structured and have a high probability of producing positive results.

Examples of Tier II Interventions are:

checking in with an adult,
anger management training,
group counseling and skills training,
attendance monitoring,
behavior supports,
grade and attendance monitoring,
behavior monitoring/reward system or contract,
and teaching of organization, planning, coping or social skills.

In Tier III, students receive a greater degree of intensive interventions.

Tier III interventions constitute “Related Services” when identified as a service on a student’s IEP. All “MH Related Services” must be delivered by appropriately trained and credentialed professionals. Typically a trained school psychologist or mental health clinician provides this level of service to students considered at very high-risk.

Mental Health as a Related Service within an IEP

The following are the Mental Health Related Services that are cited in the federal IDEA and may be provided to students with disabilities with emotional and behavioral needs:

Counseling and therapy services,
Parent Counseling and Training,
Psychological Services,
Social Work Services,
The cost of room and board and treatment services of a residential program for emotionally disturbed pupils,
And case management.

Mental Health Funding

The legislature was clear that state and federal mental health funds are targeted for related services and that the funds are made available to provide services formerly provided by the County Mental Health agencies and the Department of Social Services. **The funds cannot be spent on educational services that have historically been provided by LEAs for students with emotional or behavioral needs.**

Examples of appropriate expenditures using Mental Health funds are:

- Salaries of certificated supervisors and administrators, clerical, technical and office staff salaries associated with administering related services for students with emotional or behavioral needs.
- Room and board costs of residential placement if it is included in the student's IEP, professional and consulting service (e.g., case management, medical services, day treatment, individual therapy, family therapy, group therapy, group rehabilitation, therapeutic behavior services, assessment, and psychological services as delivered by the NPS)
- Rental and/or lease of office space to provide professional and consulting services for students with emotional or behavioral needs.
- Transportation costs of students to receive related services from a provider
- Books and supplies, including curriculum materials, related to providing related services.
- Professional Development specific to delivery of specialty mental health services

MJUSD Provision of Services to Date

Each of the district school psychologist staff (9.2 FTEs) is providing individual counseling and guidance services and case management to between 5 and 20 students. We have increased the psychologist department by .5 FTE. Case lists are monitored and as services increase to meet the needs of individual student IEPs, our staffing is able to adjust accordingly.

The department has attended trainings in order to improve our ability to provide this higher level of school-based counseling service. Additional training is planned for this spring and fall as we continue to transition into the new service delivery model.

The services provided within our Regional Program for students with emotional disturbance have expanded. We are able to provide a richer level of staff to student ratio and thus decrease the number of student referrals to non-public schools. Additional days of school psychologist time are provided to each of the 3 school sites housing classrooms with an ED Program. We have attended trainings on improved delivery of social skills lessons within the classrooms and trainings are ongoing to the teaching staff. New pro-social skills curriculum has been implemented in all levels of the program. Parent training is now a key component within the ED Program. We offer a weekly parent group taught by our district mental health clinicians.

In addition, the ED Program teachers are currently working together to create an Independent Living Skills program in order to better transition our graduating students into the world of work.

We have hired one full-time and a second part-time mental health clinician. They are currently able to evaluate the mental health status of our most at-risk students. They assist IEP teams with recommending the most appropriate related service and treatment options for our students and provide direct therapy services to individual students, parents, and families. In addition to therapy services and support to the ED Program, Ben Seigler and Jas Gill are also a tremendous support to the Student Services Office in assisting with the case management and quarterly face-to-face visitation required for all students in residential non-public school placements.

**MEMORANDUM OF UNDERSTANDING BETWEEN
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND
SACRAMENTO COUNTY OFFICE OF EDUCATION**

1. PARTIES

- a. This Memorandum of Understanding (MOU) is entered into between the Marysville Joint Unified School District (MJUSD) and Sacramento County Office of Education (SCOE), jointly referred to as Parties.

2. BACKGROUND

- a. SCOE operates the Capital Metro Region AVID (Advancement Via Individual Determination) program, a college-readiness program that is designed to increase the number of students who enroll and persist in postsecondary education. The goal of AVID is to educate the "whole student." This is achieved by unifying six important elements of education: students, curriculum, faculty, tutors, parents, and community.
3. MJUSD wishes to receive training from SCOE on AVID strategies to support the district's implementation of the Common Core State Standards.

4. OPERATIONAL AGREEMENT

- a. SCOE agrees to do the following:
 - i. Provide training for secondary (departmentalized middle and high school) teachers on the AVID strategies in Marysville at a location determined by MJUSD. Minimum aggregate registration per session is 20 teachers. Maximum ratio of participants to presenter(s) shall be 60:1. Each session of training comprises two successive days with a total of 12 hours of instruction (excluding meal times). The dates of the training shall be as follows unless otherwise agreed to by the parties:
 - 1. March 18-19, 2014 Science I Write Path
 - 2. April 30-May 1, 2014 History/Social Studies I Write Path
 - ii. Provide all materials necessary for the training.
 - iii. Provide certificates of completion for all participants who complete the 12-hour session.
 - iv. Be responsible for all travel, lodging, and meal expenses for trainers.
- b. MJUSD agrees to do the following:
 - i. Register a minimum of 20 teachers to attend each of the two training sessions. Participation is limited to departmentalized middle and high school certificated staff.
 - ii. Provide suitable venues for the sessions with technology and projection capabilities.

- iii. Provide SCOE with a definitive list of session participants in order to guarantee timely ordering and delivery of adequate workshop text materials. If said list of no fewer than 20 participants is not delivered to SCOE by the below date, the session(s) will be canceled.

Deadline Dates:

February 21, 2014 for the March 18-19, 2014 Science I Write Path Training

March 31, 2014 for the April 30-May 1, 2014 History/Social Studies I Training

- iv. Manage the registration process and provide SCOE with copies of completed sign-in sheets listing participant names, content areas, school site, and district.
- v. Provide food for program participants if necessary.

5. TERM

- a. This MOU is entered into and effective from the latter of the date of execution of the MOU or February 12, 2014 through May 30, 2014. It may continue thereafter with written agreement of the parties. Either party may terminate the agreement by providing 15 days written notice to the other party.

6. FINANCIAL

- a. MJUSD shall pay SCOE \$375 per MJUSD participant in each session. SCOE will invoice MJUSD for the number of participants it registers for each training session within 15 days after the completion of each session. MJUSD will submit payment to SCOE within 30 days of receipt of the invoice.

7. MODIFICATION

- a. This MOU constitutes the entire agreement and understanding of the Parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all Parties.

8. INDEMNIFICATION

- a. All Parties agree to defend, indemnify, and hold harmless the other Parties (including their directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law. The Parties intend that principles of comparative fault shall apply to this agreement if applicable.

9. INSURANCE

- a. Both Parties shall maintain during the entire term of this agreement and any extension or modification thereof, liability insurance, including coverage of owned and non-owned

vehicles used in relation to the performance of service(s) under this MOU, of at least one million dollars (\$1,000,000.00) for each person; and one million dollars (\$1,000,000.00) for all accidents or occurrences and for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence; and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence.

10. INDEPENDENT AGENTS

- a. This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the Parties. The Parties shall be expected to independently comply with all relevant laws.

11. PUBLIC RECORD

- a. The parties recognize that, once final, this MOU is a public record and must be made available to the public upon request.

12. EXECUTION/ SIGNATURES

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. IN WITNESS WHEREOF, the Parties hereto execute this Memorandum of Understanding:



Christopher Scott, Director
Capital Metro Area AVID


2/13/14

Date

Dr. Gay Todd, Ed.D
Superintendent

Date

MJUSD
Personnel Dept.
FEB 6 2014

**RECEIVED**

Thursday, February 6, 2014

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

Dear Mr. Carreón,

It is with much regret that I am submitting this letter giving my two weeks' notice. This last year my immediate family has experienced a series of major medical emergencies. Due to these events, my family responsibilities have increased and continuing to work as a full time teacher is no longer feasible. In addition, my personal health has been affected which resulted in having to take 6 weeks of sick leave. Therefore, I will be retiring on February 24, 2014.

During my tenure at Marysville Joint Unified School District I have enjoyed working with the families at Johnson Park Elementary School. I will greatly miss the staff and students who are like extended family to me.

I will make arrangements with Sarah O'Brian regarding removing my personal belongings from the classroom, making arrangements to say good-bye to my students and to turn in my keys.

Sincerely,

**Grace R. Callaway
858 Purdue Dr.
Woodland, CA. 95695
530-867-5958**

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January 31, 2014

MJUSD
Personnel Dept.

FEB 03 2014

RECEIVED

Mr. Ramiro Carreon, Asst. Superintendent

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901

Dear Mr. Carreon:

One of the most legendary professions on earth is teaching. I am so proud to be part of this profession, and I only wish that I had the opportunity to start my career in teaching much earlier in life. Even though I have had a successful career in business for almost 35 years, this past 17 years in education has made my life much more worthwhile. The time has come to spend my remaining years with the most important people in my life...my family! It is with great respect that I submit my notice of retirement from Marysville Joint Unified School District to take effect on March 1, 2014.

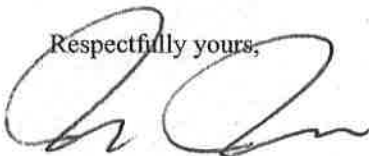
I would like to thank all of you for your guidance and support! I would also like to take this opportunity to convey my deepest appreciation to all my colleagues for their support and friendship throughout my tenure. This is not very easy for me, but I am happy that I will be with my children and family for rest of my life. I have gained a lot personally and professionally from Lindhurst and Marysville Joint Unified School District.

It's only been 12 years since I joined your community, but it seems to me as if this is where I was truly meant to be. It has been a great honor to be part of some extremely positive changes at Lindhurst including the first athletic section championship in the history of the school, as well as the first back to back championships in the school district. As an academic team, we managed to grow so fast and now I am so proud today that we have helped so many students realize their dreams. As we enter a new era in teaching, I believe we have the talent and resources to make significant improvements in the community, and I know my colleagues will continue to strive for excellence.

I am so proud to say that I am retiring from the school that has produced the next generation of professionals that will make our lives so much better!

Thank you again for you cooperation and support! God bless you all!

Respectfully yours,



Michael K. Mason

Cc: Mr. Bob Eckardt, Principal

Lindhurst High School

DRAFT

2014-2015 School Calendar

DRAFT

180 Student Attendance Days 183 Teacher Workdays

JULY M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	AUGUST M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	SEPTEMBER M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
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MARCH M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MAY M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JUNE M T W T F 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

& [] Student Non-Attendance Days~

August 11-13 Teacher Workdays
 September 1 Labor Day
 November 11 Veteran's Day
 November 24 - 28 Thanksgiving Recess
 December 22 - 31 Winter Recess
 January 1 - 9 Winter Recess
 January 19 Martin Luther King Day
 February 9 Lincoln's Birthday
 February 16 Washington's Birthday
 April 3 - 10 Spring Break
 May 25 Memorial Day



Student Year Begins August 14, 2014
 Student Year Ends June 5, 2015

♦ Optional Workshops [] August 7-8, 2014; June 8-9, 2015
 (Teachers Only - Without Students) — Professional Development Days

♦ Teacher Work Days [] Aug. 11-13, 2014
 (Included in Contract w/o Students)

* Minimum Days Oct. 3, Dec. 19, Mar. 27, June 5
 *** Semester Ends December 19, 2014
 "Snow Day" June 8, 2015

In the event of an unplanned "situation" at one or more schools, some or all of the remaining minimum days may be forfeited to meet the requirements for state instructional minutes.



[Schools shall close winter & spring recesses.]

Board Approved:

**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
AB923 BUS REPLACEMENT AGREEMENT**

This Agreement (Agreement) is between the Marysville Joint Unified School District ("Participant"), a public agency of the State of California, and the Feather River Air Quality Management District ("District"), a body corporate and politic and a public agency of the State of California.

1.0. Recitals

- 1.1. The District is part of the Federal Sacramento Ozone Nonattainment Area (SFNA or Nonattainment Area). (A map of the Nonattainment Area is included in Exhibit A) Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the Sacramento Nonattainment Area is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2. The District is the local agency within the boundaries of Yuba and Sutter Counties with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.3. The District is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.4. The District's Board of Directors adopted Resolution 2005-13 on December 5, 2005 in accordance with AB 923, increasing the DMV Surcharge Fee from \$4.00 to \$6.00 to provide approximately an additional \$250,000 per year into the District Motor Vehicle Registration Fund, for projects that would reduce vehicle emissions.
- 1.5. The AB 923 was established as a grant program to include the purchase of new school buses to replace old, high-polluting public school buses. The primary goal of this program is to reduce school children's exposure to both cancer-causing and smog-forming pollution. The replacement of old, high-emitting public school buses significantly reduce both NOx and toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.6. The California Air Resources Board (CARB) has defined particulate matter (PM) from diesel-fueled vehicles and engines as a toxic air contaminant. CARB and air districts recognize that PM emissions from diesel-fueled engines and vehicles are a serious public health concern, and that PM poses an increased risk to school age children because children are more susceptible to PM's harmful health effects.
- 1.7. This Agreement will help fund the replacement of old, high-emitting public school buses to significantly reduce toxic particulate matter emissions, thereby, reducing school children's exposure to diesel-related pollution.
- 1.8. Participant understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.9. The parties specifically recognize that CARB, EPA, and DOE, as applicable, are third-party beneficiaries to this Agreement and have the right to audit compliance with the Agreement, including conducting inspections, and have the right to enforce Participant's compliance with the terms of the Agreement.

2.0. Special Terms and Conditions

The parties agree to the terms and conditions listed below:

- 2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:
- 2.1.1 **"1977-1993 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with an engine model year between 1977 and 1993.
 - 2.1.2 **"Certified"** means a motor vehicle or engine that is certified by CARB or EPA to an emission standard or standards.
 - 2.1.3 **"Dismantle or Destroy"** means to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part. The vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol (CHP) inspection or is otherwise deemed permanently illegal to operate on public roads.
 - 2.1.4 **"Existing School Bus"** means the pre-1987, diesel or gasoline powered, heavy-duty engine school bus listed in Exhibit B that meets the March 27, 2008 LESBP Guideline criteria, and that the Program Participant surrenders for destruction.
 - 2.1.5 **"In Regular Use"** means that the Existing School Bus was routinely used each school day to transport school children to and from school.
 - 2.1.6 **"New Equipment"** means the on-road motor vehicles, devices, and/or emission control systems funded under this Agreement and identified in Exhibit B.
 - 2.1.7 **"Participant Agreement"** means the AB.923 Agreement between the District and a Program Participant, under which the District agrees to pay the Program Participant a specific amount to help offset the cost of purchasing a qualifying replacement school bus from Dealership.
 - 2.1.8 **"Pre-1977 School Bus"** means a diesel or gasoline powered, heavy-duty engine school bus with a chassis manufactured on or before April 1, 1977.
 - 2.1.9 **"Pre-1993 School Bus"** refers to both pre-1977 chassis model year buses and 1977-1993 engine model year school buses.
 - 2.1.10 **"Project Completion"** means the implementing agency has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
 - 2.1.11 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.
 - 2.1.12 **"Program Participant"** means a public school district or Joint Powers Authorities (JPA) formed by several school districts in California that owns their own buses and is receiving funds to aid in the purchase of the Replacement School Bus.

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2.1.13 **"Replacement School Bus"** means the newer, lower-emission diesel or alternative fuel school bus described in Exhibit B that meets the CARB emission criteria shown below and the equipment criteria defined in the Lower-Emission School Bus Program Guidelines.

2.1.14 **"Verified"** means a device, fuel, or system that is verified by CARB or EPA to reduce emissions from a mobile source by a verified amount.

2.2 **Agreement:** The Participant agrees to replace existing pre-1993 school buses with newer, low emission school buses as approved by the California Air Resources Board Lower-Emission School Bus Program Guidelines. Participant will purchase and operate newer, low emission school bus(es) that replace the following:

 () pre-1977 replacement school bus(es); or

1984 (X) 1977-1993 replacement school bus(es)

The project implementation time frame begins on the date of the final invoice payment on equipment funded with Lower-Emission School Bus Program State Program funds. The project implementation time frame must equal no less than five years that Participant must own and operate a bus that is purchased with Lower-Emission School Bus funds.

2.3 **Payment:**

2.3.1 The District will pay up to **\$139,999.35** to Participant to purchase the New Equipment identified in Exhibit B. No payment is required until: (i) the Participant commences operation, as required under paragraph 2.4.1 (Time), (ii) the Participant satisfies the requirements in paragraph 2.6 (Inspections) and 2.9 (Invoices).

2.3.2 **Funding Cap:** The District shall not pay more than the funding cap in the Lower Emission School Bus Guidelines, currently set at \$165,000.00 per bus replacement.

2.4 **Project Milestones:**

2.4.1 Purchase and begin operating the New Equipment described in Exhibit B: (i) within one year of the execution of this Agreement by all parties. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control.

2.4.2 **Ownership/Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with the Program eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations.

2.4.3 **Assumed Date of Delivery:** The assumed date of delivery is within one year from contract execution.

2.4.5 **Disposal of Existing School Bus:**

- (i) Participant must release the existing school bus, along with the signed vehicle title, to a District-approved salvage yard to be dismantled and destroyed within 60 days of receipt of the new replacement school bus. No part of the existing school bus can be re-used.

- (ii) Participant must obtain and retain the following documentation for the contract term plus two years:

A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG42); and

A letter signed and dated by a representative of the entity that dismantled the bus. The letter must state the vehicle and engine were dismantled in accordance with the definition of "dismantle" as set forth in section 2.1 (Definitions) 2.1.3 (Dismantle or Destroy) and must include the following information for each dismantled bus:

The Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the date the non-engine portion of the bus was dismantled; and

The engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

- (iii) Obtain the District's approval of an alternative to surrender for salvage. The District may approve an alternative if there are special circumstances that justify the alternative approach and the alternative will not have a detrimental impact on air quality.

2.5 Participant Obligations: Participant must:

2.5.1 Equipment Warranties: Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications.

2.5.2 Maintenance: Maintain new school bus according to manufacturer's specifications and fueling requirements. Ensure that the New Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or EPA, whichever is lower.

2.6 Enforcement:

2.6.1 Inspections and Audits: The New Equipment funded under this Agreement is subject to inspection by District, CARB, the State of California Department of Finance (DOF), or Funding Partner(s), as applicable, or their designees at any time. Any inspection may be conducted at a reasonable time and with reasonable notice to Participant. Inspections may include the pre-, post-, salvage, and audit inspections.

2.6.2 Salvage Inspection: The District may conduct a pre-salvage inspection to ensure that, at the time of salvage, the Existing Vehicle, Engine or Equipment, if any to be destroyed, is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle, Engine or Equipment has changed, the District may deny or decrease the payment authorized under paragraph 2.3 (payment). The District may conduct a salvage inspection to verify destruction or disposal of the Existing Vehicle, Engine or Equipment, if applicable.

2.6.3 Audit Inspection: The District, CARB or Funding Partner(s), as applicable or their designees will conduct audit inspections as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements. The District, CARB, or Funding Partner(s), as applicable, or their designees may perform an audit of the project at any time during the Project Implementation period and as long as the equipment is still in use after the contract term.

2.7 Project Specifications: Participant must comply with all other requirements detailed in this Agreement and the Lower Emission School Bus Program guidelines for the full contract term.

2.8 Participant's Warranties: The Participant warrants that:

- i) Both the Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (ii) It will not use any fuel additives unless specifically identified as allowable in the engine certification Executive Order.
- (iii) It will not make any modifications to, or tamper with the New Equipment, engine, emission control system or any recording devices on the New Equipment, and will not modify engine performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.

2.9 Invoice Requirements: The Participant must submit a final invoice packet to the District. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The final invoice packet must include copies of:

2.9.1 Purchase Order Documentation: A copy of the final purchase order. The purchase order must include the assumed delivery date of each replacement school bus.

2.9.2 Final Invoice Documentation: A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized invoice, invoices for work performed to meet LESBP eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed.

The District will not release any funds until Participant or Dealership on Participant's behalf submits a final invoice that includes the following information:

- (i) Name, address and phone number of Participant
- (ii) Name, address and phone number of Dealership
- (iii) Purchase order date
- (iv) Vehicle Identification Number, model year, manufacturer, engine model year, horsepower rating, serial number, and fuel type of each replacement school bus funded
- (v) Cost of each replacement school bus including essential or standard equipment and tax
- (vi) Date Participant accepted delivery of each replacement school bus
- (vii) Odometer reading on the date each replacement school bus is delivered and accepted by Participant

2.10 Termination:

2.10.1 General:

2.10.1.1 The District may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is an illegal or improper use of funds.

2.10.1.2 This Agreement may be terminated by the District under Paragraph 3.4.2 (5-day Notice Termination) after 30 days' written notice to the Participant to meet the obligations established in this Agreement or the Health and Safety Code. If the Agreement is terminated, the Participant will be subject to (Early-

Termination Reimbursements). The APCO may, at his or her discretion, waive the refund or allow the Participant further opportunity to cure its failure to meet the Agreement obligations.

- 2.10.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of, which are in addition to, and do not offset or displace, any other recovery rights that the District may have in the event the contract is breached.

2.11 Recordkeeping and Reporting Requirements:

- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include the documents specified below. Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.12 (Term). The District may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.

- (i) The Participant must operate and maintain the new school bus according to the manufacturer's specifications.

- 2.12 **Contract Term:** This Agreement will begin upon execution by all parties and terminate on **January 1, 2019**. The Contract Term shall include two timeframes:

- 2.12.1 Project Completion period is one year beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment.

- 2.12.2 The Project Implementation time frame will begin upon the final invoice payment and the Participant must own and operate the equipment purchased with AB 923 funds equal to no less than five years.

3.0 General Terms and Conditions

- 3.1 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

- 3.2 **Voluntary Act:** The Participant's purchase of the New Equipment is a completely voluntary act and the District has not made representations or guarantees to the Participant regarding the New Equipment.

- 3.3 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

3.4 Termination Notice Requirements:

- 3.4.1 **30-day Notice Termination:** Either the District or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.

- 3.4.2 **5-day Notice Termination:** The District, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.

- 3.4.3 **Immediate Termination:** The District, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If the District

terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

- 3.5 **Waiver of Claims:** Participant waives any claims against the District, CARB, Funding Partner(s), its officers, agents, employees, delegates or volunteers from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
 - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.6 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.
- 3.7 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.8 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.9 **Venue and Choice of Law:** This Agreement is executed in Sutter County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sutter County, California.
- 3.10 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of the Health & Safety Code. Notwithstanding the terms of this Agreement, the Participant, the District nor CARB are permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.11 **Payments that Contravene the Law:** The District and CARB have no liability for payments that are found to contravene the law. Participant will reimburse the District for any payments made by the District to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.12 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB, District, or Funding Partner employee. Participant is an independent contractor.
- 3.12.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
 - 3.12.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or the District in any capacity, or to bind CARB or the District to any obligation.
 - 3.12.3 **Taxes:** Neither CARB nor the District will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.

- 3.13 **Conflict of Interest:** No officer or employee of CARB or the District has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may serve on CARB or the District's governing body or hold any CARB or District position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.
- 3.14 **Indemnity:** Participant agrees to indemnify, defend (upon District's written request), protect, and hold harmless District and District's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.
- 3.15 **Force Majeure:** If performance by CARB, the District, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, the District or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and the District.
- 3.16 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by the District and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.
- 3.17 **Entire Agreement:** This Agreement constitutes the entire Agreement between the District and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. This Agreement consists of the following parts:
- (i) This Agreement
 - (ii) Exhibit A – Map of Federal Sacramento Ozone Nonattainment Area
 - (iii) Exhibit B – Vehicle/Equipment Information Form
 - (iv) Exhibit C – Performance Requirements
 - (v) Exhibit D – Insurance Requirements
 - (vi) Exhibit E – Previous Incentive Funding Information (if applicable)
 - (vii) Exhibit F – Joint Funding Information (if applicable)
 - (viii) Exhibit G – Debarment Certification
 - (ix) Exhibit H – Levine Act Disclosure Statement
- 3.18 **Notices:** Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Christopher D. Brown, APCO Feather River AQMD 1007 Live Oak Blvd., Ste. B-3 Yuba City, CA 95991 Phone: (530) 634-7659 Fax (530) 634-7660	Scott Lane, Director of Transportation Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: (530) 749-6199 Fax (530) 741-4112

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

- 3.19 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

DISCLOSURE AGREEMENT

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the LESBP.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment will, at a minimum, be disqualified from funding for that Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all LESBP solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the LESBP and its implementing Guidelines, CARB and the District may levy fines and refer the violations for criminal enforcement.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

Approved by the Marysville Joint Unified School District

Gay Todd
Superintendent

Date: _____

Approved by the Feather River Air Quality Management District

Christopher D. Brown, AICP
Air Pollution Control Officer

Date: _____

Reviewed By:

Richard Stout
District Counsel

EXHIBIT A

SACRAMENTO OZONE NON-ATTAINMENT MAP

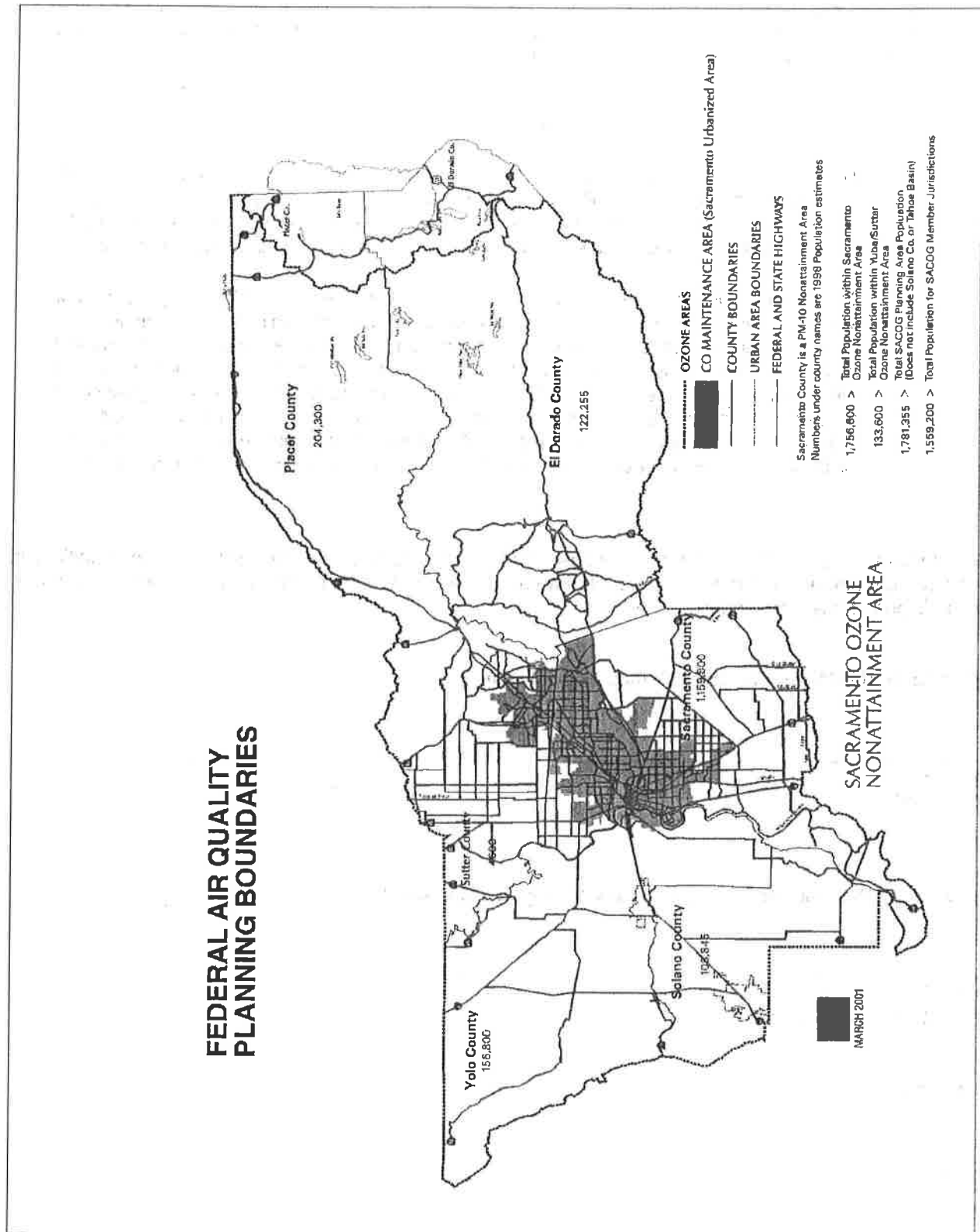


EXHIBIT B**LESBP
VEHICLE / EQUIPMENT INFORMATION FORM****Vocation(s)** (Please list all vehicle/equipment uses): Home-To-School Transportation School Bus**Equipment Project Type:** School Bus Replacement

Counties Vehicle Currently Operates Within	Yuba County
Main Location of Operation (include cross streets)	Marysville Joint Unified School District

Existing Vehicle Information

Make: Crown	Model: Not Available	Model Year: 1984	GVWR: Not Available
Vehicle Identification Number: 1C9FJ17A6EL102141	Fleet Identification Number: 13	License Plate: E455759	Odometer Reading: 508,695

Existing Engine Information

Make: Cummins	Model: CPL 353	Model Year: 1984	Serial Number: 11028390	HP: Unknown	Displacement: Unknown
Fuel Type: Diesel		Engine Family Number: N/A			

New or Replacement Vehicle Information

Make: Thomas	Model: CHSY	Model Year: 2014	GVWR: 37,600
Vehicle Identification Number:*	Fleet Identification Number:*	License Plate:*	Odometer Reading:*
TBD	TBD	TBD	TBD

New Engine Information

Make: Cummins	Model: ISL300	Model Year: 2014	Serial Number:*	HP: 300	Displacement: N/A
Fuel Type: ULS Diesel		Engine Family Number: DCEXH0540LAV		NOx Cert: 0.30 g/bhp hr	

* District will fill in information upon verification of project completion.

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EXHIBIT C

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to this Agreement

Vehicle and Engine Year, Make & Model	Vehicle and Engine Serial Numbers*	Project Completion	Project Implementation	Records Retention	Maximum Incentive Amount
2014 Thomas CHSY with Cummins ISL 300 HP Engine	TBD	Participant must begin operation of the New Equipment within one year of the execution of this Agreement by all parties	Participant must own and operate equipment for a period of no less than 5 years	Participant must maintain the records for the term of the contract and the two years following the end date listed in paragraph 2.10 (Term)	\$139,999.35

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EXHIBIT D

INSURANCE REQUIREMENTS

Verification of Coverage

Participant must furnish the District with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by the District before work commences.** The District reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications. The District will be named as co-insured on all required insurance policies.

Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the engine and/or emission control system(s) included in this project.

Minimum Limits of Insurance

Participant must maintain limits no less than:

- | | | |
|----|---------------------------------|--|
| 1. | General Liability: | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. | Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. | Worker's Compensation: | Statutory. |
| 4. | Comprehensive/Collision: | Equal to the full replacement cost. |
| 5. | Property Loss or Damage: | Equal to the full replacement cost |

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

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EXHIBIT E

PREVIOUS INCENTIVE FUNDING INFORMATION (IF APPLICABLE)

NOT APPLICABLE

EXHIBIT F

JOINT FUNDING INFORMATION (IF APPLICABLE)

Cost Information

Base Price	153,398.00
Taxes	11510.85
Doc Fee	80
Tire Fee	10.50
Total	\$ 164,999.35

Funding Contribution Information

School District	25,000.00
District	139,999.35
Total	\$ 164,999.35

EXHIBIT G

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 14th day of JANUARY, 20 14

By 
Authorized Signature for Contractor

James P. Bernacchi - President
Printed Name and Title

Buswest LLC
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

2107 S. Chico St.
Address

Carson, CA 90745
City/State/Zip Code

310-984-3901 / jbernacchi@buswest.com
Area Code/Telephone Number and E-Mail Address

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EXHIBIT H

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if they received political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the contract recipient. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Board of Directors are:

Mary Jane Griego
John Nicoletti
Larry Montna

Bill Harris
Gary Baland
Jim Whiteaker

Jay Pendergraph
Roger Abe
Larry Munger

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any District Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☐ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any District Director(s) in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude the District from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)


Gay Todd, Superintendent

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Marysville Joint Unified School District

(TYPE OR WRITE NAME OF COMPANY)

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Northern California Schools Insurance Group Northern California ReLiEF					CERTIFICATE OF COVERAGE		Issue Date 1/10/2014	
ADMINISTRATOR: InterWest Insurance Services, Inc. 310 Hemsted Drive #200 Redding, CA 96002-0935 530-222-1737 Attn: Diane Gulden / email: dgulden@iwins.com				LICENSE # 0B01094		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.		
COVERED PARTY: Marysville Joint Unified School Dist. Northern California Schools Insurance Group 1919 B Street Marysville CA 95901				ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California Schools Insurance Group ENTITY B: Northern California ReLiEF ENTITY C: ENTITY D: ENTITY E:				
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.								
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS			
A/B	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 00600-22	7/1/2013 7/1/2014	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000			
A/B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR 00600-22	7/1/2013 7/1/2014	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000			
A/B	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	NCR 00600-22	7/1/2013 7/1/2014	\$ 10,000	\$ 250,000,000 EACH OCCURRENCE			
A/B	STUDENT PROFESSIONAL LIABILITY	NCR 00600-22	7/1/2013 7/1/2014	\$ 10,000	\$ Included EACH OCCURRENCE			
	WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT			
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS			
A/B	OTHER Auto Physical Damage Comprehensive & Collision	NCR 00600-22	7/1/2013 7/1/2014	\$ \$ 250	Included			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: Agreement no. AB923-09 for grant to include the purchase of new school buses to replace old, high-polluting public school buses.								
Entity A: Member Retained Limit of \$150,000								
CERTIFICATE HOLDER: Feather River Air Quality Management District 1007 Live Oak Blvd. Suite B-3 Yuba City CA 95991			CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.					
			 Erik J. Knak, JPA Manager					
			AUTHORIZED REPRESENTATIVE					

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

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Date Issued: 1/10/2014
A.C.#

ENDORSEMENT

ADDITIONAL COVERED PARTY (For Auto Risks)

COVERED MEMBER	COVERAGE DOCUMENT	SERVICING AGENT
Marysville Joint Unified School Dist. Northern California Schools Insurance Group DISTRICT: 1919 B Street Marysville CA 95901	NCR 00600-22	

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party: Feather River Air Quality Management District
1007 Live Oak Blvd. Suite B-3
Yuba City CA 95991

As Respects:

Agreement no. AB923-09 for grant to include the purchase of new school buses to replace old, high-polluting public school buses.
Entity A: Member Retained Limit of \$150,000



Authorized Representative

Coverage is excluded for any and all liability arising from and/or caused by any defective part and/or defective design and/or products of the vehicle(s) described above not due to the sole negligence of the of the Covered Party.

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Auto AC 7/2009

2013 CHRISTMAS DONATION LIST

NAME/ORGANIZATION	ADDRESS/ CONTACT	DONATION	AMOUNT
Adobe Animal Hospital Dr Robert Glynn DVM	480 Palora Ave Yuba City CA 95991	\$250.00	\$250.00
Ampla Health	4941 Olivehurst Ave Olivehurst CA 95961	\$133.00	\$133.00
Ashburn: Brian	PO Box 1231 Marysville CA 95901	\$500.00	\$500.00
Asurmendi: Anthony	2023 Huston Street Marysville CA 95901	\$100.00	\$100.00
Bailey: Sheryl	245 Lafayette St Colusa CA 95932	\$100.00	\$100.00
Bear River Supply	218 Pleasant Grove Rd Rio Oso CA 95674	\$200.00	\$200.00
Bearing Belt & Chain	5 th & I Street Marysville CA 95901	\$100.00	\$100.00
Beeler Tractor	887 Onstott Road Yuba City CA 95991	\$75.00	\$75.00
Begota: Randy and Tammy	1270 Northridge Dr Yuba city CA 95991	\$25.00	\$25.00
Bishop's Pumpkin Farm	1415 Wheatland Lane Wheatland CA 95692	\$200.00	\$200.00
Bordsen: Eleanor	1139 A Gray Ave Yuba City CA 95991	\$50.00	\$50.00
Bradley Optometry	1160 Live Oak Blvd Yuba City CA 95991	\$50.00	\$50.00
Burger King: Marysville Foods	2565 Zanella Way Suite C	\$150.00	\$150.00

Inc.	Chico CA 95928		
Burks: Marjorie	2578 San Marin Lane Sacramento CA 95835-2193	\$50.00	\$50.00
Cantrell: Tony & Megan	2538 Eureka Dr Yuba City CA 95991	\$25.00	\$25.00
Caporiccio: Charles & Helene	6120 Sandstone Lane Browns Valley CA 95918	\$25.00	\$25.00
Carlos: Sandra Accountancy Corp	844 Richland Rd Ste A Yuba City CA 95991	\$250.00	\$250.00
Carver: Dr Meryln	1408 Live Oak Blvd Ste F Yuba City CA 95991	\$25.00	\$25.00
Chapel of the Twin Cities	715 Shasta St Yuba City CA 95991	\$150.00	\$150.00
Chin: Dr. Michael	1461 Crescent Court t Yuba City CA 95991	\$300.00	\$300.00
Cote: Lorrie & Russell	3693 Hwy 20 Marysville CA 95901	\$50.00	\$50.00
Crippen: Jerome & Associates	P.O. Box 590 Marysville CA 95901	\$250.00	\$250.00
Davini: David & Sandra	3353 Canfield Court Yuba City, CA 95993	\$25.00	\$25.00
Doersch: George "Ric" and Kathleen Rose O'Connor	4429 Wheatland Road Wheatland CA 95692	\$500.00	\$500.00
Dragon Inn	1016 G St Marysville CA 95901	\$200.00	\$200.00
Edwards: John	874 Plumas Street Suite A Yuba City CA 95991	\$150.00	\$150.00
Fahey: Dr. Michael	481 Plumas Blvd Suite 103 Yuba City CA 95991	\$75.00	\$75.00
Fairytale Town	3901 Land Park Drive Sacramento CA 95822	4 Passes	Value \$20.00

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Finley: William and Beverly	1638 Jamie Dr Yuba City CA 95993	\$25.00	\$25.00
Fletcher & Associates	PO Box 256 Marysville CA 95901	\$250.00	\$250.00
Freeman: Lynne	1309 Kondos Ave Sacramento CA 95814-5917	\$100.00	\$100.00
French's Floor Fashions	734 Sutter Street Yuba City CA 95991	\$350.00	\$350.00
Frenzel: Jeanette	970 Gold Flat Rd Nevada City CA 95959	\$20.00	\$20.00
Galligan & Associates	PO Box 1231 Marysville CA 95901	\$250.00	\$250.00
Gaynor Telesystems	9650 Tanqueray Court Redding CA 96003	\$50.00	\$50.00
Gold: Arnold	1320 Cooley Road Live Oak CA 95953	\$100.00	\$100.00
Hermansen: Timothy & Nora	10738 Irene Way Live Oak, CA 95953	\$25.00	\$25.00
Heslop: David & Sandra	605 Toddwick Ave Marysville CA 95901	\$300.00	\$300.00
Heslop: Robyn	1191 Whitney Ranch Pkwy Unit 834 Rocklin CA 95765-6205	\$100.00	\$100.00
Hilbers	1210 Stabler Lane Yuba City CA 95993	\$100.00	\$100.00
\$100.00	PO Box 1352 Marysville CA 95901	\$100.00	\$100.00
Jones: Susan	PO Box 3134 Yuba City CA 95992	\$50.00	\$50.00
Jordan: Lee Anne	1795 Mary Rose Lane Lincoln CA 95648-8621	\$100.00	\$100.00

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Kennedy: Dr Michael	870 Onstott Rd Suite B Yuba City CA 95991	\$200.00	\$200.00
Kiwanis Club of Yuba City Early Risers	PO Box 646 Yuba City CA 95992-0646	\$250.00	\$250.00
Lakeside Colonial Chapel	830 D Street Marysville CA 95901	\$150.00	\$150.00
MHM	PO Box B Marysville CA 95901	\$150.00	\$150.00
May: Jim	367 Burns Dr #3 Yuba City CA 95991	\$25.00	\$25.00
Marquez: Roberto	613 D Street Marysville CA 95901	\$50.00	\$50.00
Marta: John	PO Box N Yuba City CA 95992	\$200.00	\$200.00
Marysville Plumbing	5979 Lindhurst Ave Marysville CA 95901	\$250.00	\$250.00
McCuen: John & Sharon	5855 Quail Ridge Way Auburn CA 95602-9229	\$50.00	\$50.00
McKee: Shannon	1822 Samuel James Ct Yuba City CA 95993	\$25.00	\$25.00
Meagher: William Corp	1007 Live Oak Blvd Ste A4 Yuba City CA 95991	\$500.00	\$500.00
Nakashima: Dr. William	414 G Street Ste 106 Marysville CA 95901	\$100.00	\$100.00
Olsen: Dr. Michael	1737 Joans Lane Lummi Island WA 98262-8605	\$500.00	\$500.00
Optimal Weight & Wellness Medical Center	512 Royer Street Roseville CA 95678	\$100.00	\$100.00
Hendrix: Joey & Phillip Owners Representative & Consulting Associates	PO Box 5819 Marysville CA 95901	\$100.00	\$100.00

Pooles Jewelers Fritz & Micki Jo	1258 Stabler Lane Ste 140 Yuba City CA 95993	\$500.00	\$500.00
Raleys	500 West Capitol Avenue West Sacramento CA 95605-2696	Gift card \$25	Value gift card \$25
R & D Foods Russ/Donna Clark	PO Box 1360 Yuba City CA 95992	\$500.00	\$500.00
Reynoso: Angel	1107 Helen Ave Yuba City CA 95991	\$150.00	\$150.00
Ripley: Dr. Robert	1473 Live Oak Blvd Yuba City CA 95991	\$100.00	\$100.00
Rose: Dr. John	P.O. Box 97 Forbestown CA 95941	\$100.00	\$100.00
Sehnert: Patricia & C Frederick	PO Box 165 Loomis CA 95650	\$200.00	\$200.00
Sierra Central Credit Union	820 Plaza Way Yuba City CA 95993	\$250.00	\$250.00
Simpson: Richard	2710 King George Court El Dorado Hills CA 95762	\$600.00	\$600.00
Sirianni: Susan	451 Luster Place Folsom CA 95630	\$50.00	\$50.00
Smith: Douglas & Cindy	9758 Garnet Ct Live Oak CA 95953	\$50.00	\$50.00
Stirnaman: Benton & Gail	PO Box 1391 Marysville CA 95901	\$500.00	\$500.00
Stocker: Hal & Leah Community Service Account	PO Box 366 Challenge CA 95925	\$200.00	\$200.00
Sutter Buttes Gem & Mineral	PO Box 269 Marysville CA 95901	\$400.00	\$400.00
Ten Haken Hinz & Co	1505 Starr Drive Yuba City CA 95993	\$100.00	\$100.00
Tenney & Co	1528 Starr Dr Ste A	\$1000.00	\$1000.00

Tindel: Gary & Irene	Yuba City CA 95993 1947 Heidi Way Yuba City CA 95993	\$50.00	\$50.00
Troxel's	1013 F Street Marysville CA 95901	\$100.00	\$100.00
Wal-Mart	Linda CA	\$100 gift card	\$100 gift card
Western Aggregates	PO Box 749 Marysville CA 95901	\$250.00	\$250.00
Yuba City Police Officer Assoc	PO Box 3697 Yuba City CA 95992	\$150.00	\$150.00
Yuba Feather Medical Group	PO Box 609 Brownsville CA 95919	\$100.00	\$100.00
Yuba River Moulding & Millwork	P.O. Box 1078 Yuba City CA 95992	\$75.00	\$75.00
TOTAL CASH			\$14,148.00
	ADOPTED	STUDENTS	
All Seasons RV	3300 Colusa Av Yuba City CA 95991	6	
Alliant Networking	1288 Franklin Ave Ste 4 Yuba City CA 95991	2	
Ampla Health	4941 Olivehurst Ave Olivehurst CA 95961	4	
Auto Detail	598 Garden Hwy Yuba City CA 95991	2	
Bank of Feather River	855 Harter Pkwy Ste 100 Yuba City CA 95991	10	
Beale Air Force Base	6249 C St BAFB	9	
Bennett: Pat	MJUSD	1	
Big Bruce's Auto Glass	1185 N Township Rd	5	

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	Yuba City CA 95991		
Bini: Tosca	MJUSD	1	
Bradbury: Gayle	MJUSD	1	
Cal Pine	5029 S Township Rd Yuba City CA 95991	2	
Cal Trans	703 B St Marysville CA 95901	25	
Campbell Realty	417 4 th St Marysville CA 95901	1	
DiFiore: Susan	MJUSD	1	
Fletcher & Associates	PO Box 256 Marysville CA 95901	2	
Golden One Credit Union	1282 Stabler Lane Yuba City CA 95991	4	
Hicks: Mary	MJUSD	1	
Kumle: Jamie	MJUSD	1	
MacGregor: Cherette	338 Garden Hwy Ste A Yuba City CA 95991	1	
May: Merri	MJUSD	1	
Mayadev: Dr Jyoti	UC Davis Radiation Oncology Dept.	2	
Obsidian Direct Insurance Co	631 Plumas St Yuba City CA 95991	1	
North Central Counties Consortium	422 Century Park Dr #B Yuba City CA 95991	2	
Phillips: Dr	1215 Plumas St Ste 1300A Yuba City CA 95991	2	
Sutter North Procedure Center	550 B St Yuba City CA 95991	11	
Rogers: Penny	MJUSD	1	
Schools Credit Union	1055 Gray Ave	10	

Sierra Central Credit Union	Yuba City CA 95991 820 Plaza Way Yuba City CA 95993	7	
Sullivan: John L	529 5 th St Marysville CA 95901	2 Families	
Sunsweet	901 N Walton Ave Yuba City CA 95991	13	
Sutter Community Bank	700 Plumas St Yuba City CA 95991	25 Nacho chips & cheese	
Sutter Surgical Hospital	455 Plumas Blvd Yuba City CA 95991	10	
Tenney & Co	1528 Starr Dr Yuba City CA 95991	5	
Tucker: Lynda	MJUSD	1	
Unique Writers	1245 Tharp Rd Yuba City CA 95993	20	
		259	
	MERCHANDISE	2013	
Academy Mortgage Charly Bates	995 Tharp Rd SteB Yuba City CA 95993	Toys	\$200.00
LeBlanc Family	1668 Cummings Ct Yuba City CA 95993	Clothes Toys	\$150.00
Holycross Mortuary		Pencils	
Pop's U Bake Pizza	Marysville CA 95901	10% discount	
Sari Palace	472 Palora Ave Yuba City Ca 95991	100 Toy Sets	\$1000
Butte Sierra Dental Society	Butte House Rd Yuba City CA 95991	250 tooth cleaning kits	\$1500
AT & T Pioneers	P.O. Box 15038 Sacramento CA 95816	250 stockings; 265 food bags 75 volunteers	
Yuba City High School	2000 books	850 B Street	

INTERACT Club	50 volunteers	Yuba City CA 95991	
Yuba City Dollar Tree	Face and Nail Painting 1460 Bridge Street Yuba City CA 95991	Bag of toys	\$100.00
TOTAL MERCHANDISE			\$2,850.00
Frank Sorgea	VOLUNTEERS Santa	2013	
Stephanie Biehle & Wyatt	Yuba County Probation 215 5 th St Ste 154 Marysville CA 95901		
Tara Moseley & Brock	Yuba County Probation 215 5 th St Ste 154 Marysville CA 95901		
Fruit Jar Pickers Band	PO Box 184 Rough & Ready CA 95975		
Bethel AME Choir	Zanobia Brown 2133 Boulton Way Marysville CA 95901		
Rocklin Rotary			
Ellyson Chiropractic	605 E Street Marysville CA 95901		
MJUSD Board of Trustees-Glen Harris-Frank Crawford-Jim Flurry	MJUSD		
MJUSD Dan Cooper	MJUSD		
MJUSD Custodial Staff-Tony Flores & Noel Chavez	MJUSD		
Michael Cooper	1527 Yuba Street Marysville CA 95901		
Kari-Dane-Dominic LeBlanc	1668 Cummings Ct Yuba City CA 95993		

Linda Valdez	1609 Brandstatt Yuba City CA 95991		
Duane Robinson	545 Hughes Avenue Yuba City CA 95991		
Barry Rounds	Wheatland, CA		
The Cannells-Bart-Molly-Jack-Leila			
Brian Roper	Sutter County Probation 595 Boyd Ave Yuba City CA 95991		
Jason Roper	Yuba County Victim Witness 4240 Dan Ave Marysville CA 95901	Tables chairs	
Camp Singer Youth	Bi County Juvenile Hall 1023 14 th St Marysville CA 95901		
Rose Ricketts	5239 River Vine Way Fair Oaks CA 95628		
Brian Ricketts	7775 Madison Avenue Citrus Heights CA 95610		

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GRAND TOTAL OF DONATIONS = \$17,098.00

Marysville Joint Unified School District

Resolution 2013-14/25

PROCLAIMING MARCH 3-7, 2014 "NATIONAL SCHOOL BREAKFAST WEEK"

WHEREAS, the School Breakfast Program has served our nation admirably since it was permanently established in 1975; and

WHEREAS, the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

WHEREAS, the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

NOW, THEREFORE, BE IT RESOLVED that the Marysville Joint Unified School District joins with the School Nutrition Association in proclaiming the week of March 3-7, 2014 as National School Breakfast Week which encourages all residents to become aware and concerned about their children's and their own nutrition habits, in hope of achieving a more healthful citizenry for today and the future.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 25th day of February 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