



## Linda Elementary School

*"Committed to Excel through Respect and Academics"*

May 13, 2014

During the 2013-14 school year, Linda Elementary School began the process of developing a schoolwide plan based on the Positive Behavioral Interventions and Supports (PBIS). PBIS is *a decision making framework that guides selection, integration, and implementation of the best evidence-based academic and behavioral practices for improving important academic and behavior outcomes for all students*. To begin this process, a team of nine staff members, certificated and classified, attended four trainings hosted by Placer County Office of Education. The team also met onsite monthly to begin a plan for implementation. For example, schoolwide expectations were developed and referral procedures were revised. To assist in teaching these expectations, lesson plans were developed including video demonstrating the schoolwide expectations. Each month during staff meetings, the PBIS team gathered staff input that would support PBIS. The team also posted charts in the staff room, and staff surveys were included to gather input from all stakeholders. Three staff members were trained to use SWIS (School-Wide Information System) which is a database used for tracking student behavior and developing student behavior interventions. Engaging our school community in this process is vital to its success. Our three main expectations: Be Safe, Be Responsible, and Be Respectful will be incorporated into murals painted by staff and students.

This year, Linda School also began the transition to Common Core. Administration attended the School Improvement Innovation Summit 2013 in Salt Lake City. This conference focused on the "shifts" of moving from state standards to Common Core and how it benefits our students. Throughout the year, the teachers attended professional development that addressed Common Core. These trainings were provided by the district, Sacramento County Office of Education, Yuba County Office of Education, and the Institute of Educational Development in Elk Grove. Teachers met monthly to plan lessons that would deepen their students' understanding of grade level concepts. Because the use of technology is an integral part of Common Core, a technology team was formed. The purpose of this team is to ensure the integration of technology to increase student learning. The goals of this team include: Building teacher capacity and confidence in using technology in the classrooms and a teaching lab to increase student learning, provide onsite training tailored to the needs of our colleagues, consistent use of technology in the classrooms that increases student learning, and create spending goals that will address our technology needs. (These goals will be included in our 2014-15 site plan.) We added a new Teaching Computer Lab to Linda School. Grade levels are already teaching students how to present information in Power Point form and brochures. Our fully functioning computer lab assisted greatly in administering the Smarter Balanced Field Test successfully. In addition to our new computer lab, teachers are preparing to implement the use of iPads to enhance instruction. A visitation to Scotten Elementary School demonstrated the potential and effectiveness in getting iPads in the hands of our students.

Our student population presents challenges. Ninety-three percent of our student body is Socioeconomically Disadvantaged. Fifty percent of our 683 students are English Language Learners. It is important that Linda School's staff is aware of our strengths and how we may utilize them to best serve our students. *People who focus on their strengths every day are six times more likely to be engaged in their jobs. They are more productive both individually and as a team. And they are more than three times as likely to say they have an excellent quality of life.* The ongoing Strengths Based Training that we have been receiving has united us as a staff. This journey has helped us to appreciate and access one another's strengths so that we are able to meet the needs of our diverse population. Linda School is committed to excel through respect and academics.





Approved by the Board of Trustees at the \_\_\_\_\_ board meeting.

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

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

For use beginning with the semester of:

☐ Fall      ☐ Spring      Year 2014-15

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

Textbook(s)/Material(s) Title i Avancemos!

Author Estella Gahala Publisher Holt McDougal

Copyright 2013 Price \$ 82.50 ISBN # 978-0-547-87191-2

School Lindhurst High IMHS Teacher/Department Requesting Mrs. Lamas / Barañon

Funding Source \_\_\_\_\_ Grade Level(s) 9-12

Title of Course/Subject Spanish 1, 2, 3, 4

Course Description(s) Covered Spanish

Projected # of books to be ordered: 120/160 per site

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

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

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

☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Has the decision to request this textbook(s)/material(s) been discussed by all MJUSD high schools? ☒ Yes      ☐ No

If no, why not? \_\_\_\_\_

Are there sections and/or passages in the textbook(s)/material(s) a parent/guardian or student may find objectionable? ☐ Yes      ☒ No

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

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

List Major Content Standard(s) Covered:

Example:

Reading/Language Arts -

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

Writing Strategies: 1.1, 1.5, 1.7, 1.8

History-Social Science -

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

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

2.1 Practices and perspectives 4.2 Compare Cultures  
3.1 Knowledge of other disciplines 1.2 understand language  
1.1 Engage in Conversation 1.3 present information

Prerequisites/Guidance Information:

Graduation Requirement:

☒ Yes

☐ No

UC/CSU Credit:

☒ Yes

☐ No

Is this an elective class?

☒ Yes

☐ No

Course Length 1 year Credits 10

Additional comment(s) teacher/department would like to express in support of their decision to choose the proposed textbook(s) or basic learning material(s) We are very excited with this book. It has been over 20 years since a new book has been adopted.

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

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

Department Chairperson:

Maria E. Lamar

4-11-14

Principal Approval:

[Signature]

[Signature]

Date

4-11-14

Date

Approval:

[Signature]  
Lennie Tate, Executive Director of Educational Services

4/17/14

Date

☒ Approved

☐ Denied

6/28/12

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

## MEMORANDUM OF UNDERSTANDING

Agreement EMS #0657

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

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the "**District**" in regards to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

### SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Marsha King

916.228.2631

marshaking@scoe.net

Services provided by:

Marsha King

916.228.2631

marshaking@scoe.net

2. Provide the following service:

- a. Provide three days of transitional and implementation Common Core Mathematics trainings

- b. Training service(s), date(s), and time(s)

- May 22, 2014

- Introduction with Smarter Balanced Assessment overview (8:00 am-11:00am)

- Standards for Mathematical Practices (12:00pm-3:00pm)

- May 29, 2014

- Cognitive Complexity (8:00 am-11:00am)

- Collaborative Conversations (12:00pm-3:00pm)

- June 5, 2014

- Computational Strategies (8:00 am-11:00am)

- Fractions on the Number Line (12:00pm-3:00pm)

- c. Participants include thirty to thirty-two K-6 teachers

- d. Location of the service

To be determined

3. Provide an evaluation of services.

4. Provide training materials. All instructional materials provided by SCOE are copyright.

5. Invoice "**District**" upon completion of services to:

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901



**District agrees to:**

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

Amy Stratton

530.749.6903

astratton@mjustd.net

2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility, insurance, and indemnification.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).
8. Remit payment to SCOE within 60 days of invoicing.

**Fee Structure:**

- a. The fee is \$10/person/hour for 30-32 participants. If enrollment falls below 20, the district agrees to pay for the minimum 20 participants.
- b. **Total: \$5,760 based on 32 participants**

**Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission 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.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed.

SCOE and "District" shall monitor this agreement to oversee implementation of services.

**Sacramento County Office of Education**  
Mark Vigario, Assistant Superintendent  
Educational Services

**Marysville Joint Unified School District**  
Dr. Gay Todd, Superintendent

Signature  Date 

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

## **Foothill Intermediate School-Level Parental Involvement Policy**

Foothill Intermediate School has developed a written Title I parent involvement policy with input from Title I parents. The plan is distributed and discussed annually at our school's Back to School night. Parents are given an opportunity to provide input. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

### **Involvement of Parents**

Foothill does the following

1. Convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. As well, the following was provided:
  - the school's participation rate
  - Site Council selection process
2. Offers a flexible number of meetings spread over the course of the year. Parents are encouraged to attend any of the Site Council meetings where input and suggestions are encouraged.
3. Involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I Parental Involvement Policy.
4. Provides parents of Title I students with timely information about Title I programs that are pertinent to their child's immediate success.
5. Provides parents of Title I students with an explanation of the curriculum, assessments, and the proficiency levels students are expected to meet. Charts and graphs were used to illustrate how their children were being given the best instruction based on the district adopted curriculum.
6. Provides parents of Title I students, if requested, with opportunities for regular meetings to participate in decisions relating to the education of their children. Suggestions are made with regard to curriculum, instructional strategies and appropriate accommodations to address the needs that reflect a typical Title 1 student.
- 7.

### **School-Parent Compact**

Foothill Intermediate has jointly developed and distributed a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. The school-parent compact outlines the following obligations aimed at ensuring academic success for for all Title 1 students:

1. The parent's responsibility to support their child's learning.
2. The teacher's responsibility to provide high quality curriculum and instruction
3. The student's responsibility to work hard and attend school every day.
4. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences, reports on student progress, access to staff, and opportunities for parents to volunteer and participate in and observe the educational program.

Foothill reviews this policy at its Site Council meetings and distributes it annually at our Back to School Night in August.

### **Building Capacity for Involvement**

Foothill Intermediate engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices:

1. Assists Title 1 parents in understanding academic content standards, assessments, and how to monitor and improve the achievement of their children through progress reports and parent requested daily or weekly reports.
2. Provides parents with materials to help Title 1 parents work with their children to improve their children's achievement.
3. Educates staff, with the assistance of Title I parents, about the value of parent contributions, and in how to work with parents as equal partners.
4. Coordinates and integrates the Title I parental involvement program with other programs that encourage and support parents in more fully participating in the education of their children. Foothill looks to Title 1 parents to participate in more functions and to volunteer in classrooms.
5. Distributes to Title 1 parents information related to school and parent programs, meetings, and other activities in a form and language that the parent understand at the Back-to-School Night and Open House.
6. Provides support for parental involvement activities requested by Title I parents at the Site Council meetings.

### **Accessibility**

Foothill Intermediate provides opportunities for all Title I parents to participate, including parents with limited English proficiency, parents with disabilities and parents of migratory students.

This includes providing information and school reports in a form and language parents understand. Again, this is either mailed home or handed out at our Back-to-School night or Open House. Surveys are also distributed giving parents an opportunity to provide feedback and suggestions regarding our school's continuous improvement efforts.

California Department of Education (<http://www3.cde.ca.gov/pgms/prt.aspx>)  
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## Perkins Grant Management System (PGMS)

Marysville Joint Unified (131 - Secondary)

2014-15 Application

### LEA Profile

<b>Allocation Amount</b>	\$99,308.00
<b>Budgeted Amount</b>	\$99,308.00
<b>Indirect Amount</b>	\$4,087.00 *
<b>Application Due Date</b>	Thursday, May 01, 2014 11:59 PM
<b>Application Status</b>	Submitted For Review on 5/1/2014 8:36:13 AM
<b>Fiscal Activity</b>	N/A
<b>Signed GAN Received by CDE</b>	Not Received

\* Subject to change based on Capital Outlay and actual expenditures

### Local Education Agency (LEA) information

#### LEA Contact Information

**LEA Name:**

Marysville Joint Unified (131 - Secondary)

**CDS Code:** 58-72736-0000000

**Address:** 1919 B St.  
Marysville, CA 95901-3731

**Phone:** (530) 741-6000

**Fax:**

**E-mail:** gtodd@mjusd.com

#### Superintendent

**Name:** Gay Todd

### Perkins Coordinator Information

#### Perkins Coordinator

**Name:** Jami Larson

**Title:** Coordinator

**Phone:** 530-749-6160

**Extension:**

**Fax:** 530-741-7893

**E-mail:** [jl Larson@mjusd.k12.ca.us](mailto:jl Larson@mjusd.k12.ca.us)

**Street Address:** 1919 B Street

**City:** Marysville

**State:** CA

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**Zip Code:** 95901

**Perkins Coordinator Contact During Summer**

**Phone:** 530-218-1647 **Extension:**

**E-mail:** [jlanson@mjusd.com](mailto:jlanson@mjusd.com)

**Fiscal Coordinator Information**

**Fiscal Coordinator**

**Name:** Jami Larson

**Title:** Coordinator

**Phone:** 530-749-6160 **Extension:**

**Fax:** 530-741-7893

**E-mail:** [jlanson@mjusd.k12.ca.us](mailto:jlanson@mjusd.k12.ca.us)

**Street Address:** 1919 B Street

**City:** Marysville

**State:** CA

**Zip Code:** 95901

**LEA CTE Advisory Chair Information**

**Name:** Rich Gabel

**E-mail:** [richg@frankbooth.com](mailto:richg@frankbooth.com)

**Phone:** 530-749-3729

## Section I - State Assurances and Certifications

### Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the LEA must download them, collect the appropriate signatures, and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- California Department of Education General Assurances
- Drug Free Workplace Certification
- U.S. Department of Education Debarment and Suspension
- U.S. Department of Education Lobbying
- Perkins IV Assurances and Certifications
- 2014–15 Grant Conditions

### Section I - LEA Sign-off Section

- Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

### Section I - CDE Review and Sign-off Section

- Section I - Section Approved

## Section II - Representatives of Special Populations

### Representatives of Special Populations Sign-off

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

Download the [Sign-off Form](#) for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

Congratulations, no action is necessary on this page. Marysville Joint Unified (131 - Secondary) has met or exceeded the required target in each of the core indicators of performance and is determined to be a Compliant Agency

#### Economically Disadvantaged (Title I Coordinator)

Title I Coordinator Name: Jami Larson  
Title I Coordinator Title: Director Categorical Programs

#### Limited English Proficiency (English Learner Coordinator)

English Learner Coordinator Name: Lenora Tate  
English Learner Coordinator Title: Executive Director Educational Services

#### Disabled (Handicapped) (Special Education Coordinator)

Special Education Coordinator Name: Toni Vernier  
Special Education Coordinator Title: Director Student Services


#### Single Parent or Single Pregnant Women (Title IX Coordinator)

Title IX Coordinator Name: Gay Todd  
Title IX Coordinator Title: Superintendent

#### Gender Equity or Nontraditional Training (Title IX Coordinator)

Title IX Coordinator Name: Gay Todd  
Title IX Coordinator Title: Superintendent

### Section II - LEA Sign-off Section

 As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2014–15 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2014–15 Perkins IV application for funds.

### Section II - CDE Review and Sign-off Section

 **Section II - Section Approved**

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## Section III - Assessment of Career Technical Education Programs

Section 123(b) of Perkins IV requires states to conduct annual evaluations of the progress and efforts grant recipients are making toward achieving the core indicator performance levels established for the state's CTE programs. California LEAs provide data to the CDE through the 101-E1 report in the fall and 101-E2 report in the spring, and these data are used to determine the core indicators.

This section identifies the LEA's actual performance on each of the Core Indicators of performance and indicates if the LEA has met the state-established performance targets.

N/A may indicate that the LEA:

- Failed to report the required data for that indicator
- Is one of the State Special Schools or California Education Authority
- Did not receive Perkins funds in the prior year and was not required to report data

If 5S1 is the only indicator showing an N/A, the LEA failed to submit the required CDE-101 E2 report

### 1S1 Academic Attainment-Reading/Language Arts

**Numerator:** Number of 12th grade CTE concentrators who have met the proficient or advanced level on the English-language arts portion of the California High School Exit Examination (CAHSEE).

**Denominator:** Number of 12th grade CTE concentrators.

**LEA Level 2010-11:** 43.98 % **LEA Level 2011-12:** 41.95 % **LEA Level 2012-13:** 55.34 %

**State Level 2012-13:** 61.00 % **Required Target:** 54.90 % **Met Target:** Yes

### 1S2 Academic Attainment-Mathematics

**Numerator:** Numerator: Number of 12th grade CTE concentrators who have met the proficient or advanced level on the mathematics portion of the CAHSEE.

**Denominator:** Number of 12th grade CTE concentrators.

**LEA Level 2010-11:** 44.68 % **LEA Level 2011-12:** 52.61 % **LEA Level 2012-13:** 52.25 %

**State Level 2012-13:** 45.50 % **Required Target:** 40.95 % **Met Target:** Yes

### 2S1 Technical Skill Attainment

**Numerator:** Number of CTE concentrators enrolled in a capstone CTE course who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

**Denominator:** Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.

**LEA Level 2010-11:** 93.18 % **LEA Level 2011-12:** 87.23 % **LEA Level 2012-13:** 81.69 %

**State Level 2012-13:** 89.00 % **Required Target:** 80.10 % **Met Target:** Yes

### 3S1 Secondary School Completion

**Numerator:** Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).

**Denominator:** Number of 12th grade CTE concentrators who left secondary education during the reporting year.

**LEA Level 2010-11:** 100.00 % **LEA Level 2011-12:** 100.00 % **LEA Level 2012-13:** 100.00 %

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**State Level** 91.43 % **Required Target:** 82.29 % **Met Target:** Yes  
**2012-13:**

#### 4S1 Student Graduation Rate

**Numerator:** Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.

**Denominator:** Number of 12th grade CTE concentrators.

**LEA Level 2010-11:** 100.00 % **LEA Level 2011-12:** 100.00 % **LEA Level 2012-13:** 100.00 %

**State Level** 83.50 % **Required Target:** 75.15 % **Met Target:** Yes  
**2012-13:**

#### 5S1 Secondary Placement

**Numerator:** Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

**Denominator:** Number of 12th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.

**LEA Level 2010-11:** 85.90 % **LEA Level 2011-12:** 87.45 % **LEA Level 2012-13:** 87.11 %

**State Level** 93.71 % **Required Target:** 84.34 % **Met Target:** Yes  
**2012-13:**

#### 6S1 Non-traditional Participation

**Numerator:** Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.

**Denominator:** Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.

**LEA Level 2010-11:** 35.12 % **LEA Level 2011-12:** 41.44 % **LEA Level 2012-13:** 43.73 %

**State Level** 36.85 % **Required Target:** 33.17 % **Met Target:** Yes  
**2012-13:**

#### 6S2 Non-traditional Completion

**Numerator:** Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

**Denominator:** Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.

**LEA Level 2010-11:** 37.24 % **LEA Level 2011-12:** 34.42 % **LEA Level 2012-13:** 37.58 %

**State Level** 22.00 % **Required Target:** 19.80 % **Met Target:** Yes  
**2012-13:**

#### Section III - LEA Sign-off Section

☒ Assessment of Career Technical Education Programs section is complete and ready for CDE review.

#### Section III - CDE Review and Sign-off Section

☐ Section III - Section Approval

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## Section IV - Progress Report Toward Implementing The Local CTE Plan

The implementation of each LEA's local Career Technical Education (CTE) plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the previous school year.

Additionally, the LEA should set measurable CTE outcomes for the next school year based on the needs of the CTE students and programs offered by the LEA and the results of the core indicator data reported in Section III.

LEA personnel must respond to the following questions:

### LEA Response

1. In last year's application (Section IV, question 4), the LEA identified at least three goals from the local CTE plan on which it would focus during the school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during the school year?

The Marysville Joint Unified School District CTE teachers are actively engaged in the articulation process. Teachers from both comprehensive high schools attended articulation workshops at Yuba Community College and Butte Community College. To date, seven classes have finalized their articulation paperwork: ROP 3D Animation (Butte Community College), ROP Auto (Yuba Community College), ROP Early Childhood Education (Yuba Community College), ROP Graphic Communications (Yuba Community College and Butte Community College), ROP Landscaping and Ornamental Horticulture (Woodland Community College), ROP Photography (Butte Community College), ROP Small Business and Entrepreneurial Leadership (Butte Community College), and ROP Welding Technology (Yuba Community College). The District continues to direct energy into fortifying the number of established written articulation agreements with postsecondary schools for the District's capstone classes. Currently, we have three additional classes articulated for the 2014-15 school year as compared to 2013-14.

The composition of the Marysville Joint Unified School District CTE Advisory Committee was evaluated. Adjustments to the committee will be made for the 2014-15 and 2015-16 school years to ensure all industry sectors being taught in the District are represented. Representatives from D&H Trucking and Fremont-Rideout Health Group are going to join the committee to help balance our makeup and continue the tradition of active involvement by leaving their fingerprints on our CTE programs in various aspects.

Tri-County ROP coordinated with the District to provide two full-day trainings on the new CTE Model Curriculum Standards for CTE teachers. Professional development provided an introduction to the new standards, and the action-based training created certificates that encompass the standards ensuring the standards are incorporated into classroom teaching and learning. The new CTE Model Curriculum Standards integrate academic content standards with industry-specific knowledge and skills to prepare students for direct entry into the workforce and postsecondary education.

2. The PGMS online application requires that LEAs verify that there is a documented historical inventory at the district for all CTE programs. Please describe the process used to update and verify your districts existing inventory system.

On an annual basis, the Purchasing Department sends physical (fixed assets) inventory worksheets to each site and department to conduct an annual site inventory along with a copy of the equipment inventory assigned to each location through our accounting system. Any changes or deletions must be recorded and returned to the Purchasing Department. Items valued at \$500 are classified as equipment; all computer equipment, audio visual equipment, and musical instruments are on the list regardless of cost. An annual transfer, replacement, or disposition of obsolete or unusable equipment memo is also sent to all sites and departments. Conditional tracking of equipment over \$5,000, purchased with federal funds, is gauged through straight-line depreciation. The depreciation schedule includes the expected life of the equipment. Our District's threshold for equipment is \$15,000, but all equipment greater than \$5,000 secured with federal funds is scheduled for depreciation. During the 2013-14 school year, Tri County ROP conducted an onsite equipment audit that provided additional focus for the CTE classes.

A new system will be implemented requiring teachers to sign off indicating they will keep a classroom inventory of their equipment items with a price tag less than \$500 for their Carl Perkins purchases so the expectation is clearly outlined.

3. All Perkins expenditures, expended to supplement other funds, must be coded using one of the following goal codes 3800 - Secondary CTE, 6000 - ROCP, and 4630 - Adult CTE. Please describe the other local funding sources that your district uses to support the Career Technical Education programs (also required to be coded with goal code 3800, 6000 or 4630) in the Local Control Funding Formula.

The Marysville Joint Unified School District has allocated 100% of the Local Control Funding Formula 9-12 add on to Career Technical Education. It will be tracked with a separate resource code that includes goal 3800. Those funds will partner with ROP funding and be complimented by Carl Perkins funds to maintain CTE classes in the District.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2014-15.

Lobby effectively to maintain a solid CTE program while Tri-County ROP begins to phase out funding in 2014-15. Working collaboratively with administration and the Board of Trustees to continue to provide relevant and rigorous CTE curriculum and classes that prepare students to enter the workforce or invest in higher education in a related industry sector is critical.

Strengthen and formalize the CTE class evaluation process.

Create community-based learning opportunities for more students. Introducing students to the workforce creates a more engaged, informed, and competitive student. The ability to work beside and learn from professionals while in high school is priceless.

## LEA Sign-off Section

## Section IV - CDE Review and Sign-off Section

### ☐ Section IV - Section Approval

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## Section V - Sequence of Courses to Be Funded

This section is used to budget expenditures for each Pathway in an Industry Sector.

### Add Program

Only those Pathways identified in an LEA's approved Local CTE Plan, or submitted in a revision to the Local Plan may be supported by Perkins IV funds.

### Program Detail

Site Name	Industry Sector	Career Pathway	Budget Amount
Across All Sites	Across Multiple Sectors	Across	\$14,883.00
Across All Sites	Agriculture and Natural Resources	Agricultural Mechanics	\$13,465.00
Across All Sites	Agriculture and Natural Resources	Agriscience	\$32,510.00
Across All Sites	Agriculture and Natural Resources	Ornamental Horticulture	\$7,450.00
Across All Sites	Arts, Media, and Entertainment	Design, Visual, and Media Arts	\$12,800.00
Across All Sites	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	\$10,500.00
Across All Sites	Health Science and Medical Technology	Healthcare Operational Support Services	\$6,850.00
Marysville High	Education, Child Development, and Family Services	Child Development	\$850.00
		<b>Total</b>	<b>\$99,308.00</b>

### Inventory Verification

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation in the cost, location, use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Marysville Joint Unified (131 - Secondary) conducts a historical inventory verification at least every 2 years for all of the following:

- Description
- Name
- Serial or other identification number
- Acquisition date
- Original cost
- Location (room)
- Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

☒ Yes ☐ No

### Teacher Qualification

All CTE courses must be taught by an appropriately credentialed teacher as determined by the California Commission on Teacher Credentialing. The following are required for a teacher to be considered appropriately credentialed CTE teacher:

- Possesses a standard secondary, single-subject or designated-subject credential which authorizes the teaching of the CTE course(s) to which s/he is assigned, (a Single Subject, Designated Subject, Single Subject with Subject matter Authorization, New Career Technical Education Credential by industry sector)
- Has employment experience, outside of education, in the career pathway addressed by the CTE program or other evidence of equivalent proficiency. [CTE State Plan]

☒ All teachers in my LEA are appropriately credentialed CTE teachers

### LEA Sign-off Section

☒ Sequence of Courses to Be Funded section is complete.

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## Section V - CDE Review and Sign-off Section

### Section V - Section Approval

## Section VI - Budget and Expenditure Schedule

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000 Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4000 Books/Supplies	\$55,560.00	\$15,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,960.00
5000 Services/ Operating Expenses	\$0.00	\$4,000.00	\$0.00	\$5,796.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$10,796.00
6000 Capital Outlay	\$13,465.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$13,465.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$4,087.00	\$4,087.00
<b>Total</b>	<b>\$69,025.00</b>	<b>\$19,400.00</b>	<b>\$0.00</b>	<b>\$5,796.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$4,087.00</b>	<b>\$99,308.00</b>

☐ Section VI - Section Approved

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## Section VII - Local CTE Plan Update

Applicants may update their local CTE plans annually, if necessary. Review the local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- ☐ New courses have been added to an existing program sequence.
- ☐ New sequences of courses have been developed for an existing industry sector.
- ☐ A new industry sector and the corresponding sequences of courses have been developed.

**Are there any changes made to the local CTE plan for 2014-15?**

Yes ☐ No ☐

## Section VII - LEA Sign-off Section

- ☐ Local CTE Plan Update section is complete and ready for CDE review.

## Section VII - CDE Review and Sign-off Section

- ☐ **Section VII - Section Approved**

Questions: Perkins Support Team | [perkins@cde.ca.gov](mailto:perkins@cde.ca.gov) | 916-324-5706

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1430 N Street  
Sacramento, CA 95814

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California Department of  
**EDUCATION**



## Perkins Grant Management System (PGMS)

Marysville Joint Unified (131 - Secondary)

2014-15 Application

Budget Detail Report

Site Name	Industry Sector	Career Pathway	Object Code	Description	Budget Category	Narrative	Amount
Across All Sites	Across Multiple Sectors	Across	5000 Services/Operating Expenses	Other - Provide Details	(D) Transportation	Transportation to support work-based learning through community classrooms.	\$5,796.00
Across All Sites	Across Multiple Sectors	Across	5000 Services/Operating Expenses	Other - Provide Details	(F) Research Eval Data	Student tracking software.	\$600.00
Across All Sites	Across Multiple Sectors	Across	5000 Services/Operating Expenses	Other - Provide Details	(F) Research Eval Data	Postcards, labels, letterhead, and envelopes for communication with graduates and industry partners.	\$125.00
Across All Sites	Across Multiple Sectors	Across	5000 Services/Operating Expenses	Postage	(F) Research Eval Data	Survey graduates to provide evaluation data.	\$275.00
Across All Sites	Across Multiple Sectors	Across	5000 Services/Operating Expenses	Travel & Convention	(B) Professional Development	The Perkins Coordinator and CTE teachers will attend the Educating for Careers Conference. With an unparalleled number of breakout sessions, information will be obtained on Perkins administration, teacher effectiveness, improving student academic attainment, and closing the	\$4,000.00

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						achievement gap to assist in orchestrating a successful and relevant CTE program.	
Across All Sites	Across Multiple Sectors	Across	7000 Indirect Costs	Indirect Costs	(H) Administration	Indirect costs.	\$4,087.00
Across All Sites	Agriculture and Natural Resources	Agricultural Mechanics	6000 Capital Outlay	Equipment - Provide details	(A) Instruction	The metal shear will enable students to cut coupons precisely and quickly. The machine will be utilized to efficiently prepare test welds. It will enhance the programs ability to produce more test welds and in turn encourage more students to achieve a level of mastery that position them to earn a welding certification.	\$13,465.00
Across All Sites	Agriculture and Natural Resources	Agriscience	4000 Books/Supplies	Computer/Hardware	(B) Professional Development	A tablet for each of the nine lab groups would allow students to take their reference materials with them into the natural environment to conduct research and enhance learning. In the agriculture industry, most lessons occur outside of the classroom. Industry is changing as well as our education system and it is necessity for our students to be able to access the internet as well as record data and information when they are in the greenhouse, barn, measuring trees, or performing research. Due to the fragile nature of the tablets, we will wrap them in Otterbox cases to	\$15,400.00

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						<p>provide protection. The tablets will be checked in and out of a secure locked cabinet inside the classroom.</p> <p>Desktop computer and monitors for each lab group would be used for supervised agriculture experience record books, accessing news articles for current events, research for class assignments, as well as planning our National Ag Day event.</p> <p>Students would have daily access to the internet to keep them informed on the daily happenings in the agriculture industry.</p> <p>Currently, the class shares laptops with five other classes.</p> <p>Having the desktop computers in class every day would allow them the opportunity to complete assignments, perform research, and have more access. A portable projector and screen would be utilized when agriculture students attend events and give presentations to local organizations where technology is not readily available.</p> <p>Examples include agriculture education presentations at local elementary schools, recruitment nights at both middle schools, presentations to</p>
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22

						Farm Bureau, Lions Club, Yuba County Board of Supervisors, as well as our Spring Banquet. A digital camera and battery pack will be used by agriculture students and teachers to document activities, lessons, take pictures to send to the local agriculture community, and create PowerPoint presentations.	
Across All Sites	Agriculture and Natural Resources	Agriscience	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	The goal is to improve the barn facility to allow more students to participate in supervised agriculture experience projects in swine production. Hog Barn Paneling will allow for more students to house animal projects in the barn. The fencing is designed specifically for swine management.	\$3,650.00
Across All Sites	Agriculture and Natural Resources	Agriscience	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	Chick-n Coop and incubator will be used to house ducklings that will be incubated, hatched, and released into the wild as a Natural Resource environmental science community service project. A fan cage and extension will be purchased for livestock displays at fairs, expositions, and elementary Ag education projects. This modern, presentable unit will include an air	\$8,850.00

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						<p>express blow dryer, padded chute floor, fitting mats, sign hangers, and turbo fans. The cage and fans will allow students to present their SAE projects in a more professional and safe manner while maintaining a comfortable climate for the animals. The purchase of a shade house would provide an appropriate transition for plant experiments. Currently, students move plants from the greenhouse directly to the outside environment without a hardening off period in a shade house - a practice that has been modeled for our students at the UCD Arboretum whom we partner with in Mediterranean plant trials. A shade house will provide the interim environment for students to work inside. Forestry equipment and tools will aid in the instruction of the Forestry Unit. In addition, the tools will aid in the instruction of our competitive teams which attend the Forestry Challenge and the FFA CDE Natural Resource Team. Students train directly with employees at Soper Wheeler Tree Farm to achieve the competitive edge. Timber is one of</p>
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24

						Yuba County's top ten commodities. Tools and equipment to include: Biltmore sticks, prisms, clinometers, logging tapes, Simpson diameter tapes, laser tree sighter and measurer instrument, increment borer, soil borer, DVD's on tree ID, and soil.	
Across All Sites	Agriculture and Natural Resources	Agriscience	4000 Books/Supplies	Supplemental Textbooks	(A) Instruction	The Science of Agriculture, a Biological Approach, supplemental textbook will be used across Ag classes as it covers both plant and animal science, soils, entomology, biotechnology, and careers. The book supports the "why" behind the industry which is an embedded Common Core and CTE Model Curriculum standard. Student reference books, instructor's guide, lab manual, and lab manual guide will be purchased.	\$4,610.00
Across All Sites	Agriculture and Natural Resources	Ornamental Horticulture	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	Equipment will offer students in Ornamental Horticulture, and well as Voc. Ag. Science classes, opportunities to develop and improve their skills in using tools that are specific to the landscape maintenance and turf management career pathway. The list includes: Huscavarna push behind mover, Huscavarna lawn tractor, DRT 900, rototiller, trailer attachment for the	\$4,400.00

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						garden/lawn tractor, hedge/tree trimmer, FS 56 2 cycle trimmers, tree and shrub loppers, and hand sheers. The equipment will provide hands-on applications to the curriculum taught in the classroom.	
Across All Sites	Agriculture and Natural Resources	Ornamental Horticulture	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	Heavy duty steel reels and polyethylene hoses will be used in the barn, greenhouse, and growing areas. Students must keep the barn and pens clean while maintaining their SAE projects and have access to water for horticulture projected. Heavy duty hoses will allow for a long lifespan, and the reels will provide the means to keep them secure when not in use. Cement, cinder block and paving stones, and rebar will be used by students to build 3' X 5' X 8" bins for the storage or soil, compost, sand, and other landscape materials as seen in commercial nurseries. These bins will be built by students under the guidance of a professional concrete company who is willing to donate their time. Some cinder block and rebar has already been donated to build two bins. Carl Perkins will secure the remainder of the materials to build two additional	\$3,050.00

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						bins.	
Across All Sites	Arts, Media, and Entertainment	Design, Visual, and Media Arts	4000 Books/Supplies	Computer Software	(A) Instruction	Three Virtual DJ software licenses will be utilized by students in the Radio/TV Broadcasting Class as well as the Multi-Media classes.	\$1,050.00
Across All Sites	Arts, Media, and Entertainment	Design, Visual, and Media Arts	4000 Books/Supplies	Computer/Hardware	(A) Instruction	A scanner will facilitate students' ability to scan sketches, storyboards, and designs. Students can then upload these images digitally for portfolios and future use. Headphones will allow students to watch and take notes from tutorials. In addition, the headphones will also be utilized to listen and design audio for their animation projects. Most 3D animation projects are designed on a highly sophisticated software program that allows students to design in great detail. Larger monitors (21.5 inch screen) will also allow students to see their projects up close to focus on editing and designing intricate scenes, characters, and animation. Wall mounts for the larger monitors will display final projects for group critiques or self-evaluations. Students can share their work and work in small groups to provide constructive feedback.	\$2,000.00

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Across All Sites	Arts, Media, and Entertainment	Design, Visual, and Media Arts	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	A professional quality camera lens will expose students to the finer points of photography. The Canon EF 70-200mm lens will enhance the quality of instruction and align more closely with the industry standards. A multi-resistant coating will be applied to the lens to help protect the investment. A wireless projector will be used by students to travel outside class for business presentations. It will also be available for classroom projects. A wireless adapter and case will also be secured for the projector.	\$4,800.00
Across All Sites	Arts, Media, and Entertainment	Design, Visual, and Media Arts	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	The Radio/TV Broadcasting class is tuning in their station and getting ready to pump up the jam. Four speakers, two subwoofers, and audio cable will allow the class to set up a full DJ table in the cafeteria. The radio station will broadcast during the lunch hour in the cafeteria and quad area.	\$4,950.00
Across All Sites	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	4000 Books/Supplies	Computer Software	(A) Instruction	Computer-assisted drafting software would improve and enhance instruction of drafting fundamentals. Students have been relying on hand-held instruments to draw pictures of their projects. Technology would	\$1,000.00

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						allow students to convert their pencil sketches into printed drawings that resemble real work project plans.	
Across All Sites	Building and Construction Trades	Cabinetry, Millwork, and Woodworking	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	Two Powermatic 3520b wood lathes would update two of the four lathes currently in the shop that were purchased in the 1960s. Students will use the wood lathes to create furniture components such as table legs. Candlesticks, bowls, and other decorative wood projects would fine-tune students' abilities. Some needed accessories to make the lathes more user friendly will accompany the purchase.	\$9,500.00
Across All Sites	Health Science and Medical Technology	Healthcare Operational Support Services	4000 Books/Supplies	Instructional Materials	(A) Instruction	Supplementary books on emergency care in athletic training, first aid, CPR, and sports concussions will augment the Sports Medicine curriculum. Teaching aids including a Trainer's Angel, paramedic shears, tape cutters, stethoscope, blood pressure kits, splints, elastic bandages, skinfold calipers, and a body fat analyzer will provide the tools for students to learn through hands-on applications. Two sport care kits to hold medical supplies will be secured for	\$6,850.00

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						students traveling with various sports teams. Classroom models and a eye-brain connection lab will demonstrate through various activities how the eye and brain are connected. Broken bone X-rays will show students actual broken bones and challenge them to read the X-rays. CPR manikins and an AED trainer will allow students to practice and test their skills during the CPR and First Aid Unit. The manikins, trainer, and First Aid, CPR/AED Participant's Manual will assist students so they can obtain American Red Cross certification during their class.	
Marysville High	Education, Child Development, and Family Services	Child Development	4000 Books/Supplies	Equipment - Provide details	(A) Instruction	A projector will allow PowerPoint and videos to be infused into instruction creating a more dynamite learning environment.	\$850.00
						<b>Total</b>	<b>\$99,308.00</b>

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MJUSD  
Personnel Dept.

APR 8 2014

**RECEIVED**

March 31, 2014

Mr. Ramiro Carreon, Asst. Superintendent of Personnel  
C/O Marysville Joint Unified School district  
1919 B Street  
Marysville, CA 95917

Dear Mr. Carreon,

I am writing to inform you that I will retire from my teaching position at Ella Elementary School as of June 13, 2014.

I am grateful to Marysville Joint Unified School District for the thirty five years of employment and the many opportunities for professional development throughout my career. While I look forward to enjoying my retirement, I will miss the staff and working with children in the classroom.

I am interested in any retirement incentive available through MJUSD/ MUTA agreements and I will work the required 15 days yearly to maintain my insurance.

Sincerely,

Silvia Hinojosa



(Teacher, Ella Elementary School)

Cc: Rob Gregor, Principal Ella Elementary

APR 1 2014

RECEIVED

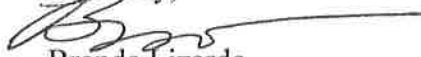
March 31, 2014

Marysville Joint Unified School District Board:

It is my intention to retire at the end of the 2013-14 school year. It has been my pleasure to work in the district since 1987. As I am 62 years of age, I am requesting the benefits of early retirement, including medical insurance.

Thank you for supporting me throughout my career.

Sincerely,

  
Brenda Lizardo  
2<sup>nd</sup> grade teacher  
Edgewater Elementary



Marie Ramos  
2<sup>nd</sup> Grade Teacher, Cedar Lane Elementary  
1599 Williamsburg Drive  
Yuba City, CA 95993

April 11, 2014

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

MJUSD  
Personnel Dept  
APR 14 2014  
**RECEIVED**

Dear Mr. Carreón,

Please accept this letter as notification of my resignation with the school district, and in particular, Cedar Lane Elementary. I will retire at the end of this school year. My last day of teaching is June 13, 2014, and my retirement will commence as of June 14, 2014. I have genuinely enjoyed the time I have spent at this school. I am very happy that I spent the last 4 years of my 23-year career at Cedar Lane.

As you know, I planned to retire last year, but in the end, I just did not want to leave. This year however, I realize that it is time to go. I have always given my best to my students. In return, they gave their best to me. My second grade class this year was especially inspirational. I am so proud of their eagerness to learn new things.

I wish all the staff and the students at Cedar Lane Elementary all the best in the years to come. I know you will hire a new teacher who has a true heart for children, and one who will be an inspirational role model. Feel free to call me following my last day if needed. I plan to stay in Yuba City, and hopefully, become a volunteer at my Grandson's school after taking a year or so off to pursue personal dreams.

Sincerely,



Marie Ramos  
2<sup>nd</sup> Grade Teacher  
Cedar Lane Elementary

APR 9 2014



**RECEIVED**

4/09/14

To whom it may concern,

I, Darren Robinson, am resigning from my teaching position at Mckenney School for personal reasons effective at the end of my contracted year.

Thank You,



Darren Robinson

4-25-2014

To Marysville Joint Unified School District,

I wanted to thank you for my past employment and the time spent in the MJUSD Maintenance shop. I have an opportunity to retire and spend more time with my wife and family and have chosen to move forward in that manner. My last day of employment will be April 30, 2014.

Thanks

Jeff Chellis



MJUSD  
Personnel Dept.  
APR 25 2014

RECEIVED



MAR 11 2014

RECEIVED

March 1, 2014

Dear Principal Ylst:

I am writing to notify you that I am resigning from my position as Para Educator with Yuba Gardens Middle School. My last day of employment will be April 30, 2014.

I appreciate the opportunities I have been given during my time with the school, as well as your professional guidance and support.

I wish you and the staff the best of success in the future.

If I can assist with the transition, please do let me know.

Very Sincerely,

Daniela Dutciuc

April 24<sup>th</sup> 2014

RECEIVED APR 24 2014

To whom it may concern,

My name is Arletha Kay Endicott; I am a Nutrition Assistant for Marysville Joint Unified School District.

I have been employed since November 6<sup>th</sup> 1991, I have enjoyed my time with district and appreciate all the experiences I have had and the great people I have been able to work with.

As of June 30<sup>th</sup> I am retiring from my 7hrs position at Lindhurst High School

Thank you very much

*Arletha Kay Endicott*

Alretha Kay Endicott

MJUSD  
Personnel Dept.

APR 24 2014

RECEIVED

*Penny Lauseng*  
(530) 933-0044 cell  
(530) 749-6125 work

April 22, 2014

Mrs. Terri Ryland, CPA  
Interim Assistant Superintendent, Business Services  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

RE: Letter of Resignation – Penny Lauseng

Dear Mrs. Ryland:

Please accept this letter as my resignation from my position as the director of accounting and budget effective June 30, 2014, as I have accepted other employment. My last day of work will be June 6, 2014. After June 6, 2014, I request to use my remaining vacation days, then to have unpaid leave through June 30, 2014.

I want to thank the Marysville Joint Unified School District for the opportunity to work in such a wonderful school district. I have truly enjoyed both the experiences I have encountered and working with my department staff and others in the district.

I am willing to assist in the transition to a new director due to my resignation. I wish you, the staff, the students, the community and the Board of Education all my best as you collectively move forward in the continual pursuit of improving student achievement.

Sincerely,

*Penny Lauseng*

Penny Lauseng

Copy: Personnel department, MJUSD ✓

MJUSD  
Personnel Dept.

APR 28 2014

RECEIVED

## **DIRECTOR OF FISCAL SERVICES**

**JOB SUMMARY:** Under direction of the Assistant Superintendent, Business Services, to supervise and participate in the accounting and budget departments function of preparation and control of the District's annual budget; to direct, supervise and participate in the preparation, accounting and maintenance of all financial records, statements, reports and cost studies; and to do other related work as required.

**ESSENTIAL FUNCTIONS** (include but not limited to):

1. As a member of the District Management Team, works cooperatively with other members of the Management Team in the formulation of district policies and their implementation.
2. Directs the preparation and control of the annual budget for all funds, including, but not limited to the General Fund and all other funds of the district.
3. Directs and monitors the work flow of all department staff including, but not limited to; budget preparation and control records, payroll processing, employee benefits, data processing entry and reporting to the various budget and accounting systems, reports of expenditures and revenue, financial statements and reports, receipt and disbursement of funds for all expenditures.
4. Trains, schedules, and supervises the duties of personnel in the accounting and budget department.
5. Provides for monthly, quarterly, and annual financial reports, as required.
6. Liaison to and supervises reconciliation of district records internally and with those of the Office of the County Superintendent of Schools, State Department of Education, Yuba County and all other governmental agencies participating in district accounting, budget and finance.
7. Prepares the Revenue Limit, all forms and schedules, and calculates in lieu property taxes.
8. Works with Charter Schools associated with the district.

9. Reviews and approves employee payrolls, related tax and other reports and submission to other agencies, such as IRS, FTB, STRS, PERS, etc.
10. Maintains financial control records on all funds received; prepare required related reports; supervise and participate in the preparation of periodic financial statements for the operation of the District; provide advance information regarding potential over-expenditure of funds.
11. Reconciles cash with the Yuba County Treasurer's office, monitors return on invested cash.
12. Monitors tax collections and repayment schedules for the GO Bonds, COPS and other debt financing.
13. Performs and monitors cash flow analysis.
14. Participates in the collective bargaining process by performing analysis, calculations and review of proposals.
15. Works closely with site personnel, including student body accounts and procedures.
16. Makes independent determination on budgeting, accounting and financial record keeping problems; applying appropriate rules and regulations. Familiar with GAAP and SACS.
17. Performs and/or supervises the preparation of special financial or statistical, research or analytical studies; assist in the formulation of new policies and planning of new or revised programs or procedures.
18. Supervise and participates in various kinds of internal audits and coordinates the annual district audit.
19. Acts as information source to administrators, department directors and supervisors, staff, and other regarding budgeting and accounting policies, procedures, standards, and requirements.
20. Understands account codes, instituting corrections as needed and prepares and reviews appropriate journal entries.
21. Process budget transfers requests, performs necessary accounting review on all budget account codes.



22. Assist in establishing new or modified accounting procedures and methods.
23. Accepts opportunities to share in district policy development planning and evaluation.
24. Acts as a system manager with the Escape OL5 software, research/implements changes or additions to the OL5 software, troubleshoots and resolves software issues. Acts as a resource to other departments and sites for software use.
25. Does other related work as required and assigned.

### **EMPLOYMENT STANDARDS:**

#### Required:

1. Five years of broad, varied and increasingly responsible experience in accounting and budget work, preferably including work in CA, public schools, including positions requiring contact with the public, judgment in following directions and making decisions in the absence of the supervisor.
2. Equivalent to completion of 4 year degree from an accredited college or university with major course work in accounting, business or a related field.

#### Desirable:

1. Certified Public Accountant designation.

#### Knowledge of:

1. Accounting and financial record keeping principles and procedures especially as they pertain to governmental and school district accounting.
2. Modern office methods and practices including accounting, and budget systems, use of computer, and letter and report writing.
3. Functions and basic clerical operations of an administrative office.
4. Techniques of supervision.

#### Ability to:

1. Analyze situations accurately and adopt an effective course of action.
2. Perform responsible and difficult accounting and budget work with accuracy and speed.

3. Compose independently clear and accurate correspondence, memoranda, bulletins and reports connected with the department tasks.
4. Prepare and present clear and accurate financial statements and reports commonly used by school districts.
5. Use and understand data processing input and output.
6. Establish and maintain cooperative working relationships with those contacted in the course of work.
7. Learn, interpret and apply school district policies, laws, rules and regulations and to apply them with good judgment in a variety of procedural matters without immediate supervision.
8. Take responsibility using independent initiative and good judgment in exercising the scope and authority of the position.
9. Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, pose, and firmness.
10. Train and supervise department personnel.
11. Understand and carry out complex oral and written instructions.
12. Proficient in the use of Microsoft and other software and email.

Board Approved  
**12-2-97**



# Child Care Planning Council

OF YUBA & SUTTER COUNTIES

Supporting Quality Education  
& Care of Children in Our Community

## Program Agreement

For Use Of

AB 212 Training Funds 2013-2014

### General

This agreement is entered into between the Child Care Planning Council of Yuba & Sutter Counties and the Marysville Joint Unified School District Child Development Programs to implement a professional development training plan that builds on current existing AB 212 activities, as outlined in the attached Request for Funding application.

The effective date of this agreement is April 15, 2014. The terms of this agreement shall remain in effect until June 30, 2014.

### Purpose

The purpose of the agreement is to establish a working relationship between both parties and to set forth the requirements which govern the expenditure of these funds. The Child Care Planning Council will provide AB 212 - Child Development Staff Retention and Training (CDRT) funding to Marysville Joint Unified School District Child Development Programs in the amount of \$4,571.40 to be used solely for the training of staff within the district/program.

### Responsibilities

- A. The Child Care Planning Council of Yuba & Sutter Counties agrees to the following:
1. Oversee the expenditure of AB 212 funds as required by the grant guidelines.
  1. Process payment for authorized contracted services.
- A. Marysville Joint Unified School District Child Development Programs agrees to the following:
1. Use the AB 212 - Child Development Staff Retention and Training (CDRT) funds as described in the attached request for funding application.
  2. Submit documentation to the Child Care Planning Council/Yuba County Office of Education, including copies of invoices and pay information for expenditures for reimbursement.
  3. Submit the last invoice for reimbursement by May 28, 2014.
  4. Submit a written report indicating levels of staff job satisfaction and increased knowledge of research based best practices in early childhood education, based on outcome measures described in application, no later than June 3, 2014.

BY \_\_\_\_\_  
Dr. Gay Todd, Superintendent

BY *Janya K. Byers*  
Signature of Authorized Official  
Yuba County Office of Education

Title: Superintendent

Title: CCPC Coordinator

Date: 5/13/14

Date: 4/11/14

### For Office Use Only:

Date Received: \_\_\_\_\_

Program #: \_\_\_\_\_

## AB212 Funding Proposal -Marysville Joint Unified School District

### 1. Identify and Describe Training Need

Training needs for the Marysville Joint Unified School District (MJUSD) Child Development Program includes further developing effective teacher – student interactions which will in turn maximize student learning opportunities for all of our students.

### 2. Approach

“The Classroom Assessment Scoring System (CLASS) is an observation tool that provides a common lens and language focused on what matters – the classroom interactions that boost student learning.

Based on research from the University of Virginia’s Curry School of Education and studied in thousands of classrooms nationwide, the CLASS tool: focuses on effective teaching, helps teachers recognize and understand the power of their interactions with students, aligns with professional development tools and works across age levels and subjects.” Cited by Touchstone Website.

MJUSD Child Development Program will embark upon intensive long-term staff development utilizing the Classroom tool and resources. All MJUSD Site Supervisors will participate in monthly staff development sessions, where we will familiarize ourselves with the Introduction to the CLASS tool. Next steps will include utilizing the CLASS Discussion Toolkit including the Video Library Subscriptions and CLASS Dimension Guides. Staff will utilize the Classroom Assessment Scoring System Manual and will apply the observation tool in their own classrooms and those of their colleagues. Para Educators will be encouraged to attend the CLASS training modules and will be provided their hourly rate.

### 3. How will you measure success?

Success will be measured using a feedback form in addition to observation and anecdotal data collected by Director. With regards to measuring job satisfaction levels and increased knowledge of research based, best practices in early childhood education, MJUSD staff feedback will be sought at the end of each staff development session.

Success will also be measured as we analyze our individual CLASS scores and compare that data with increased student achievement.

### 4. Financial Narrative

Classroom Assessment Scoring System Manual Pre-K (Quantity 19)	\$ 949.05
Classroom Assessment Scoring System Manual K – 3 (Quantity 3)	\$ 59.85
Introduction to the CLASS Tool (Quantity 20)	\$ 700.00
CLASS Discussion Toolkit (2 sets of 10 participants)	\$1980.00
Hourly Rate Costs for Para-Educators to Attend Training	\$ 482.00
Estimated Shipping and Tax	\$ 400.50
Total MJUSD Proposal	\$4571.40



Manysville Joint USD Purchasing Department  
Abstract of Quote  
Quote #15-1001 Paper Supplies  
Open Date: March 25, 2014

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract. Quote Expires:											
Terms:											
ITEM	QTY	UNIT	DESCRIPTION	Unisource Worldwide		XPEDX		JC Paper		School Specialty	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
				9/30/2014		9/30/2014		7/31/2014		9/30/2014	
				Net 30 Fireworx = all or none, Econosource must ship with Fireworx		1 % 30		1 % 30		Net 30	
								</			



Abstract of Quote  
Quote #15-1001 Paper Supplies  
Open Date: March 25, 2014

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Marysville Joint USD Purchasing Department  
Abstract of Quote  
Quote #15-1001 Paper Supplies  
Open Date: March 25, 2014

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.				Quote Expires:		School Specialty		AFP Industries, Inc.		Pyramid School Products	
				8/25/2014		9/30/2014		12/31/2014		8/25/2014	
				Net 30		Net 30		Net 30		Net 30	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
COMMODITY GROUP IV - MISC. DRAWING/GRAPH											
DRAWING PAPER											
1	150	rm	02-0240 9 x 12", 80lb, white	\$ 7.05	\$ 1,057.50	\$ 6.43	\$ 964.50	\$ 6.50	\$ 975.00		
2	48	rm	02-0245 9 x 12", 60lb, manilla	\$ 5.26	\$ 252.48	\$ 4.96	\$ 238.08	\$ 5.02	\$ 240.96		
3	99	rm	02-0250 12 x 18", 80lb, white	\$ 13.98	\$ 1,384.02	\$ 12.73	\$ 1,260.27	\$ 12.89	\$ 1,276.11		
GRAPH PAPER											
4	100	rm	02-0300 8-1/2 x 11", ruled 1/4" squares	\$ -	\$ -	\$ 2.38	\$ 238.00	\$ 2.39	\$ 239.00		
4a	100	rm	02-0300 8-1/2 x 11", ruled 1/4" squares, 3-hole punched	\$ 2.63	\$ 263.00	\$ 2.89	\$ 289.00	\$ 3.00	\$ 300.00		
5	60	rm	02-0305 8-1/2 x 11", ruled 1/2" squares	\$ 2.90	\$ 174.00	\$ 3.07	\$ 184.20	\$ 3.13	\$ 187.80		
COMMODITY GROUP V - MISC. ART											
KRAFT PAPER, PROJECT ROLL, 50LB											
1	0	roll	02-0045 Dark Blue	\$ 42.60	\$ -						
2	5	roll	02-0050 Light Blue	\$ 44.55	\$ 222.75			\$ 42.49	\$ 212.45		
3	0	roll	02-0055 Emerald Green	\$ 39.30	\$ -						
4	5	roll	02-0060 Orange	\$ 45.17	\$ 225.85			\$ 43.09	\$ 215.45		
5	5	roll	02-0065 Flame Red	\$ 47.32	\$ 236.60			\$ 45.19	\$ 225.95		
6	5	roll	02-0070 Canary Yellow	\$ 53.88	\$ 269.40			\$ 43.09	\$ 215.45		
7	15	roll	02-0073 White	\$ 40.76	\$ 611.40			\$ 35.29	\$ 529.35		
8	5	roll	02-0074 Brown	\$ 43.99	\$ 219.95			\$ 35.89	\$ 179.45		



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Terms:				Net 30		Net 30		Net 30 Minimums: CG II #7 50 reams, APC \$3800, Pacon \$2800	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
KRAFT PAPER, PROJECT ROLL, CONT.									
9	5	roll	02-0035 Bright Green	\$ 58.22	\$ 291.10			\$ 47.99	\$ 239.95
10	5	roll	02-0040 Light Green	\$ 52.28	\$ 261.40			\$ 43.53	\$ 217.65
CONSTRUCTION PAPER, 12 X 18"									
				Tru-Ray		Roselle		Pacon Peacock	
11	150	pkg	02-0075 Dark Brown	\$ 2.32	\$ 348.00	\$ 2.05	\$ 307.50	\$ 2.08	\$ 312.00
12	400	pkg	02-0080 Black	\$ 2.46	\$ 984.00	\$ 1.83	\$ 732.00	1.810	\$ 724.00
13	100	pkg	02-0085 Slate Gray	\$ 2.32	\$ 232.00	\$ 2.06	\$ 206.00	2.090	\$ 209.00
14	300	pkg	02-0090 Sky Blue	\$ 2.32	\$ 696.00	\$ 1.93	\$ 579.00	1.950	\$ 585.00
15	150	pkg	02-0100 Light Green	\$ 2.32	\$ 348.00	\$ 2.13	\$ 319.50	2.160	\$ 324.00
16	200	pkg	02-0105 Violet	\$ 2.46	\$ 492.00	\$ 2.01	\$ 402.00	2.030	\$ 406.00
17	200	pkg	02-0110 Hot Lime	\$ 2.52	\$ 504.00	\$ 2.24	\$ 448.00	2.270	\$ 454.00
18	150	pkg	02-0115 Brown	\$ 2.32	\$ 348.00	\$ 2.01	\$ 301.50	2.030	\$ 304.50
19	200	pkg	02-0120 Light Brown	\$ 2.32	\$ 464.00	\$ 1.88	\$ 376.00	1.900	\$ 380.00
20	300	pkg	02-0125 Blue	\$ 2.52	\$ 756.00	\$ 2.13	\$ 639.00	2.160	\$ 648.00
21	300	pkg	02-0130 Yellow	\$ 2.46	\$ 738.00	\$ 2.01	\$ 603.00	2.030	\$ 609.00
22	150	pkg	02-0135 Light Yellow	\$ 2.32	\$ 348.00	\$ 1.99	\$ 298.50	2.010	\$ 301.50

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Marysville Joint USD Purchasing Department  
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				9/30/2014		12/31/2014		8/25/2014	
				Net 30		Net 30		Net 30	
Terms:				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM	QTY	UNIT	DESCRIPTION						
CONSTRUCTION PAPER, 12 x 18", CONT.									
23	300	pkg	02-0140 Orange	\$ 2.52	\$ 756.00	\$ 2.05	\$ 615.00	2.070	\$ 621.00
24	250	pkg	02-0145 Holiday Green	\$ 2.83	\$ 707.50	\$ 2.17	\$ 542.50	2.200	\$ 550.00
25	700	pkg	02-0150 Bright White	\$ 1.95	\$ 1,365.00	\$ 1.86	\$ 1,302.00	1.770	\$ 1,239.00
26	400	pkg	02-0155 Holiday Red	\$ 2.83	\$ 1,132.00	\$ 2.05	\$ 820.00	2.070	\$ 828.00
27	100	pkg	02-0160 Salmon	\$ 2.32	\$ 232.00	\$ 2.07	\$ 207.00	2.310	\$ 231.00
28	100	pkg	02-0165 Hot Pink	\$ 2.52	\$ 252.00	\$ 2.09	\$ 209.00	2.120	\$ 212.00
29	150	pkg	02-0170 Pink	\$ 2.46	\$ 369.00	\$ 2.07	\$ 310.50	2.090	\$ 313.50
30	100	pkg	02-0175 Magenta	\$ 2.46	\$ 246.00	\$ 2.21	\$ 221.00	2.240	\$ 224.00
31	100	pkg	02-0180 Lilac	\$ 2.32	\$ 232.00	\$ 1.93	\$ 193.00	1.950	\$ 195.00
32	100	pkg	02-0185 Assorted	\$ 2.83	\$ 283.00	\$ 2.68	\$ 268.00	2.340	\$ 234.00
FINGERPAINT PAPER									
				School Smart					
33	0	pkg	02-0290 16 x 22", sub 60	\$ 2.57	\$ -	\$ -		\$ -	
RAILROAD BOARD, 22 x 26"									
				Peacock					
34	0	sheet	02-0405 Black	\$ 7.16	\$ -	\$ -		\$ -	
35	0	sheet	02-0410 Royal Blue	\$ 7.16	\$ -	\$ -		\$ -	
36	0	sheet	02-0415 Holiday Green	\$ 7.16	\$ -	\$ -		\$ -	
37	0	sheet	02-0420 Buff	\$ -	\$ -	\$ -		\$ -	



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				9/30/2014		12/31/2014		8/25/2014		Net 30	
				Net 30		Net 30		Net 30		Net 30	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
38	0	sheet	02-0425 Light Green	\$ 7.1600	\$ -		\$ -		\$ -		
39	50	sheet	02-0430 Lemon Yellow	\$ 0.2864	\$ 14.32		\$ -		\$ -	APC 0.245	\$ 12.25
40	0	sheet	02-0435 Magenta	\$ 7.16	\$ -		\$ -		\$ -		
41	0	sheet	02-0445 Red	\$ 7.16	\$ -		\$ -		\$ -		
42	2,250	sheet	02-0450 White	\$ 0.254	\$ 571.50		\$ -		\$ -	APC 0.225	\$ 506.25
TISSUE PAPER 12x 18"				Spectra						Pacon	
43	0	pkg	02-0510 Baby Pink	\$ 2.09	\$ -		\$ -		\$ -		
44	25	pkg	02-0535 National Red	\$ 2.09	\$ 52.25		\$ -		\$ -	\$ 2.00	\$ 50.00
45	0	pkg	02-0540 Canary Yellow	\$ 2.09	\$ -		\$ -		\$ -		
46	0	pkg	02-0545 Orange	\$ 2.09	\$ -		\$ -		\$ -		
47	0	pkg	02-0550 Azure Blue	\$ 2.09	\$ -		\$ -		\$ -		
48	25	pkg	02-0555 Apple Green	\$ 2.09	\$ 52.25		\$ -		\$ -	\$ 2.00	\$ 50.00
49	25	pkg	02-0560 Emerald Green	\$ 2.09	\$ 52.25		\$ -		\$ -	\$ 2.00	\$ 50.00
50	0	pkg	02-0565 Seal Brown		\$ -		\$ -		\$ -		
51	0	pkg	02-0570 Black	\$ 2.09	\$ -		\$ -		\$ -		
52	25	pkg	02-0575 White	\$ 1.69	\$ 42.25		\$ -		\$ -	\$ 1.61	\$ 40.25
53	100	pkg	02-0580 Assorted	\$ 1.91	\$ 191.00		\$ -		\$ -	\$ 1.86	\$ 186.00
TISSUE PAPER 20 x 30"											
54	20	qr	02-0515 French Blue		\$ -		\$ -		\$ -	\$ 1.75	\$ 35.00
55	20	qr	02-0520 Orchid	\$ 1.63	\$ 32.60		\$ -		\$ -	\$ 1.75	\$ 35.00



**EACH SCHOOL WILL HAVE A SEPARATE LICENSE AGREEMENT.**

**SCHOOLS: Cedar Lane, Johnson Park, Linda, Yuba Gardens, Marysville High, and Lindhurst High**

## **SWIS™, CICO-SWIS™ and ISIS-SWIS™ LICENSE AGREEMENT**

Licensed Software and Internet Access Subscription

Authorized SWIS™ Facilitator:

Name: RAINBOW CRANE

Dated: 4/28/14

Note: This License Agreement (Agreement) must indicate the name of the Authorized Facilitator above for the school or institutional Licensee named in the Agreement, which follows.

**IMPORTANT - READ CAREFULLY:** This Agreement is a legal agreement between your organization or entity, (hereinafter referred to as "Licensee") and the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, an institution of higher education located in Eugene, Oregon ("Oregon") for use of the School Wide Information System™ ("SWIS™"), SWIS™ with Check-in/ Check-out SWIS ("CICO SWIS™"), or Individual Student Information System SWIS (ISIS-SWIS™) (alone, or with SWIS or with SWIS and CICO- SWIS™) as further described in Attachment A. This Agreement is effective as of the date of the Licensee's authorized signature below ("Effective Date").

### **LICENSEE INFORMATION**

Organization: MARYSVILLE HIGH SCHOOL  
Address: 12 EAST 18TH ST.  
Address: MARYSVILLE, CA 95901

### **BACKGROUND**

1. Briefly, SWIS™ is a web-based information system designed to help school personnel to use office referral data to design school-wide and individual student interventions. The three primary elements of SWIS™ are:
  - a. an efficient system for gathering information
  - b. a web-based computer application for data entry and report generation
  - c. a practical process for using information for decision making
2. SWIS™ with CICO-SWIS™ provides additional ability to enter Daily Report data for individual students and connect the Daily Report data to the student's office discipline referral history. ISIS- SWIS™ provides the capability manage individual student support plans, design personalized data collection programs, enter individual student data, and generate individual student reports.
3. SWIS™, CICO-SWIS™ and ISIS-SWIS™ were developed at the University of Oregon, and Oregon may license them as an educational and research courtesy to Licensee in accordance with this Agreement. The University of Oregon is a collaborator working with educators across the United States to improve the effectiveness of schools, and is not a commercial vendor. All SWIS™, CICO- SWIS™, and ISIS -SWIS™ license fees are used to continue the maintenance and development of these tools for the education community.

NOW, THEREFORE, in consideration of the promises, conditions and representations contained herein, Licensee agrees as follows:

## **I. DEFINITIONS**

### **1. Authorized Users**

Authorized Users are those individuals officially affiliated with the Licensee that are located at an Authorized Site, use an Authorized Terminal, and are listed on the attached School Information form.

### **2. Authorized Site**

An Authorized Site is one contiguous school office complex or building comprising the Licensee's administrative offices. Extensions or related offices located in separate locations are considered separate sites unless otherwise agreed to in writing by the Licensor. Authorized Sites are limited to one corporate school entity per building or campus.

### **3. School Information Form**

The School Information Form is used to collect data to uniquely identify the Licensee school for inclusion in the SWIS™ database, to identify Authorized Users, and to summarize the Licensee school's overall necessary information to implement SWIS™ at the Authorized Site.

## **II. TERMS AND CONDITIONS**

### **1. License Grant**

Oregon hereby grants to Licensee a non-exclusive, non-transferable, license ("License") to use the SWIS™ software and web-based internet access system and database (hereinafter "Licensed Software") for non-commercial education and research purposes only. Such License includes the right to access the SWIS™ website and database and to generate reports using the Licensed Software. If Licensee has elected SWIS with CICO-SWIS or SWIS with ISIS-SWIS and paid the applicable fee, Licensee also has the right to access CICO-SWIS or ISIS-SWIS as applicable as part of Licensed Software.

### **2. Access and Permitted Use and Support**

A. Access within the Authorized Site is restricted to Authorized Users. Only those Authorized Users' names submitted by the Licensee as part of the School Information Form may have access to the Licensed Software; any violation or unauthorized use constitutes cause for termination of the Agreement pursuant to Section 4.B(i). Additional information on security and confidentiality can be found in Attachment A.

B. Licensee shall use reasonable efforts to ensure that only Authorized Users have access to Licensed Software and that such Authorized Users will not make any unauthorized copies nor transfer or aid in the transferring of software or any portion of data obtained thereby to any third parties. Licensee shall not transfer, sublicense or provide unauthorized access to the Licensed Software without prior written authorization from Oregon.

C. Licensee shall have access to Licensed Software updates including distribution media and technical documentation and maintenance releases of Licensed Software (if any).

D. Licensee shall have telephone and email support from Oregon between 8:00 AM and 5:00 PM Pacific Standard time, Monday through Friday, to the extent reasonably required by Licensee, and as staffing and schedule obligations of Oregon reasonably permit.



### 3. Payment

A. Oregon will invoice Licensee by billing the Licensee or a Third Party Payer (as defined below) and such fee for services ("License Fee" as further specified in Attachment A) shall be due and payable upon receipt. Licensee may designate an entity other than Licensee (such as a state department of education) to pay the License Fee on Licensee's behalf ("Third Party Payer"). The Licensee, directly or through its Third Party Payer, agrees to pay Oregon the appropriate License Fee within 30 days of receipt of the invoice from Oregon. Any payments provided by Licensee or by the Third Party Payer to Oregon shall be irrevocable by Licensee or Third Party Payer, except as provided in Section 4.B(ii), and shall be made in U.S. dollars.

B. Licensee agrees to pay Oregon the appropriate License Fee specified below and on subsequent annual invoices, and on supplemental invoices, received, if any, if the Licensee adds additional Authorized Sites that are approved by Oregon.

C. Licensee shall complete all financial administration required by Licensee.

### 4. Term and Termination

A. Term. The initial term of this Agreement shall begin on the Effective Date and shall continue until the following August 31 ("Access Period") or until otherwise terminated in accordance with this Section 4. Upon receipt of a completed, signed License Agreement and receipt of the License Fee, SWIS™ Licensed Software and website access will be activated.

#### B. Termination.

(i) Termination for Default. Breach of any material term or condition of this Agreement by Licensee shall be grounds, at Oregon's sole discretion, for immediate termination of this license. In the case of such termination by Oregon, License Fees shall be non-refundable. Breach of any material term or condition of this Agreement by Oregon shall be grounds, at Licensee's sole discretion, for immediate termination of this license, and in the case of such termination, Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon.

(ii) Termination for Convenience. Either party may cancel the Agreement at any time by providing the other party with thirty (30) days prior written notice. In the case of such termination by Oregon, the Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon. In the case of such termination by Licensee, License Fees shall be non-refundable.

C. No Use after Termination. Upon termination of this Agreement, Licensee and all Authorized Users shall cease using any portion of Licensed Software.

D. Licensee's Obligations after Termination. Termination of this Agreement shall not extinguish any of Licensee's obligations under this Agreement which by their terms continue after the date of termination.

### 5. License Renewal

A. At the end of the initial Access Period, Licensee may renew the Agreement for an additional one year Access Period by payment of an invoice generated annually from Oregon ("License Renewal"). Any renewal is subject to the approval of Oregon which may be granted or withheld in its sole discretion.

B. If the License Renewal payment is not received within 60 days following the receipt by the Licensee of the invoice, access to Licensed Software system will expire. Oregon reserves the right to modify the terms of this Agreement for any renewal period including the modification of the fees for any renewal period upon thirty (30) days prior written notice.

## 6. Delivery

A. The Licensed Software will be delivered using standard media and formats for use by the Licensee. It is the responsibility of the Licensee to establish and maintain Internet connections for access to the SWIS™ website and to provide and install suitable Internet web browsers and any other software necessary to access the SWIS™ Licensed Software system(s).

B. Oregon shall use reasonable efforts to provide continuous availability of the Licensed Software through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, the loading of new information files, and downtime related to equipment or services outside the control of Oregon \ including public and private telecommunications services or Internet nodes or facilities.

## 7. Warranty and Indemnification

A. Indemnification. To the extent permitted by law, Licensee hereby agrees to indemnify and hold harmless Oregon and its officers, directors, agents, volunteers and employees, from and against any and all claims, demands, damages, costs, and other related items ("Claims") arising or in any way connected with the use of or access to Licensed Software by Licensee or by any third party use of or access to Licensed Software through Licensee. Licensee assumes all liability for decisions made using Data reported from Licensed Software.

B. NO WARRANTY AND LIMITATION OF LIABILITY. LICENSOR PROVIDES ACCESS TO LICENSED SOFTWARE ON AN "AS IS" BASIS. LICENSEE AGREES TO BEAR ALL RISKS ASSOCIATED WITH THE USE OF LICENSED SOFTWARE. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (EVEN IF LICENSOR KNOWS OF SUCH PURPOSE), OR THAT THE USE OF LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. LICENSEE HEREBY DISCHARGES AND RELEASES LICENSOR AND ALL OF ITS RESPECTIVE AGENTS, EMPLOYEES AND VOLUNTEERS, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTIONS, DAMAGES OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER WHICH MAY ARISE FROM OR IN CONNECTION WITH LICENSEE'S USE OF LICENSED SOFTWARE.

C. Licensee acknowledges and agrees that Licensor's liability, if any, is subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes sections 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.

## 8. General

### A. Assignment

This Agreement may not be assigned or transferred by Licensee.

### B. Entire Agreement, Modification, and Waiver

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto. No waiver, consent, modification, or change of any terms of this Agreement shall be binding unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing.

C. Licensee's Authority

Licensee represents and warrants that the individual executing this Agreement on behalf of Licensee is duly authorized to execute and deliver this Agreement on behalf of Licensee in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

D. Force Majeure

Oregon's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

# License Agreement & School Information Form

NCES School ID **58-72736-5835202****School Profile**

Country	USA	State/Province	CA	District	Marysville Joint Unified School District
School Name	Marysville High School				
Address	12 East 18th St.				
City	Marysville	State/Province	CA	Zip/Postal Code	95901
Mailing Address	same				
City		State/Province		Zip/Postal Code	
Phone	(530) 741-6180	Fax	(530) 741-7828	Website	www.mjusd.com
Grade Levels From:	9	To:	12	Additional School Information, if applicable	
Administrator Name	Gary Cena	Email*	gcena@mjusd.k12.ca.us	Password**	

\*Your PBISApps login will be your email address

\*\*This is a temporary password. An individual password will be created the first time you login.

**Billing Profile**

Payer Business Name	MJUSD	Contact Person	Carrie Daugherty
Mailing Address	1919 B Street, ATTENTION ACCOUNTS PAYABLE	City, State, Zip	Marysville, CA 95901
Email address for invoices	edaugherty@mjusd.com		

**By authorized signature below, Licensee accepts and agrees to be bound by the terms and conditions of the preceding Agreement:**

Signature	Printed Name	Date
	Gay Todd	4/28/2014
Email Address	gtodd@mjusd.com	Licensee desires access to
		CICO-SWIS

**Optional Data Sharing Agreement**

In addition to receiving access to the Licensed Software, the Licensee, by signature below, agrees to share data in an anonymous format with the Technical Assistance Center for Positive Behavioral Interventions and Supports (PBISTA Center) projects at Oregon including State and District Evaluators for evaluation research and summary. It is understood that the projects are in compliance with the Family Educational Rights and Privacy Act, (34 CFR 99.31(6)) and human subjects regulations (Protection of Human Subjects 45 CFR 46). It is further understood that this consent may be withdrawn at any time for any reason by Licensee. Except as prohibited by law, this Optional Data Sharing Agreement shall be subject, as applicable, to the same terms as the License Agreement.

Licensee Signature	Name & Title	Date

**This bottom portion to be filled out by certified SWIS/CICO-SWIS/ISIS-SWIS facilitator.**

Facilitator Name	Rainbow Crane	Email	rcrane@placercoe.k12.ca.us
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**I affirm, in my judgement the school above meets readiness requirements for adopting SWIS, CICO-SWIS, and/or ISIS-SWIS.**

Facilitator Signature	Date



## ATTACHMENT A

### School Wide Information System - SWIS™

#### **Background:**

School-wide positive behavior support ("SWPBS") is a behaviorally-based discipline approach designed to improve the educational and social environment for all students by making problem behavior less effective and relevant, and desired behavior more functional. Thousands of schools across the United States have adopted (or are adopting) SWPBS as an approach for improving their social culture and educational effectiveness. A central feature of SWPBS is the regular collection and use of data for decision-making. The School-Wide Information System ("SWIS™") is a web-based information system which helps school personnel collect and use office referral data to design school-wide and individual student interventions as part of a SWPBS program.

#### **SWIS™**

SWIS™ is a web-based software system for collecting and summarizing office discipline referrals in schools. The system was developed by University of Oregon faculty in collaboration with elementary, middle (junior high) and high school personnel. The purpose of SWIS™ is to provide schools with accurate, efficient, practical information for decision-making about school-wide discipline.

SWIS™ was developed to be an efficient, reliable and confidential strategy for managing office-discipline referral information. SWIS™ can be used (a) for internal decision making as schools improve their discipline practices, (b) for support plan design with individual students and their families, (c) for reporting to district, state and federal agencies about school outcomes, and (d) as a method of collecting aggregated data across schools.

SWIS™ database is housed on a secure and dedicated server at the University of Oregon, and is managed by a systems operator employed by the Positive Behavioral Interventions and Supports Technical Assistance Center projects at the University. Once a SWIS™ account is set up, the school staff enters office discipline referrals onto a protected, web-space. The data may be summarized to provide information about individual students, groups of students, or the entire student body over any specified time period. Both numerical printouts, and graphs (histograms) are created for use in decision-making. While SWIS™ is flexible and can be adapted to the needs of individual schools, the major uses involve monitoring (a) the number of office discipline referrals per month, (b) the type of problem behaviors leading to office referrals, (c) the locations of problem behavior events, (d) problem behavior events by time of day, and (e) the students contributing to office discipline referrals. The system uses a menu-based data entry process that makes data entry and report generation easy and efficient.

Check-in/ Check-out SWIS (CICO-SWIS™) is a separate application, embedded within SWIS™ that allows school personnel to monitor the daily progress of students who are using a Daily Report Card as part of their on-going behavior support. Students obtain feedback about their social behavior from adults within the school at the beginning and ending of each school day. Students may also receive feedback provided at multiple time periods throughout the day. The feedback provided on each student's Daily Report Card can be entered into CICO-SWIS™ and graphic results can be produced by student. Summary data may also be reported for all students receiving support through CICO- SWIS™. The purpose of the CICO- SWIS™ application is to assist school personnel, families and students to monitor social progress, and to provide the professional accountability that is part of on-going behavior support.

Individual Student Information System SWIS (ISIS-SWIS™) is designed to meet the needs of individual student support plans, and can be used alone, or with SWIS or SWIS + CICO-SWIS™. ISIS-SWIS™ allows management of individual support plans (team members, assessment, plan design, meeting minutes) in addition to allowing the team to (a) develop personalized data collection protocols, (b) enter data using those protocols, and (c) generate personalized reports based on the protocols.

**FEES:** (The fees listed below are per school per academic year)

If a school chooses to purchase any of our applications, the price per bundle is:

1 application	2 applications	3 applications
\$300	\$400	\$500

An organization (district, ESD, state, grant) purchasing applications for a set of schools will be billed at the following tiers:

	1 application	2 applications	3 applications
1-19 schools	\$300	\$400	\$500
20-39 schools	10% x base rate (\$270)	10% x base rate (\$360)	10% x base rate (\$450)
40+ schools	20% x base rate (\$240)	20% x base rate (\$320)	20% x base rate (\$400)

All organizations have the option to prepay for schools' bundled applications at the appropriate tiered rate. If the subscription is not prepaid, it will be invoiced upon account setup. Prorated subscription fees are not available.

***Note:** If a school signs up for any application after March 1 in any school year, the subscription fee will be waived for the remainder of the subscription year (August 31). The subscription will be renewed and invoiced on September 1 for the upcoming subscription year.*

## **CONFIDENTIALITY AND SECURITY:**

The following text summarizes the policies and practices currently in place for providing a confidential and secure environment for gathering, storing and using SWIS™, CICO-SWIS™ and ISIS SWIS™ - data:

**Personalized Password.** Security of SWIS™, CICO- SWIS™, and ISIS- SWIS™ data are enhanced through the personal selection of an 8-15 character password. Passwords are only available to identified individuals within the school. Access to the information for any specific school requires use of individual passwords. A major security risk within SWIS™ lies in the possibility that an unauthorized individual will gain access to a password. All school personnel using SWIS™ are encouraged to safeguard their password with care.

**Encrypted data transfer.** Information sent to or from SWIS™ is encrypted en route to minimize the remote chance that the data could be re-routed and interpreted.

**Unique server space.** Each school sending data to SWIS™ has a protected and unique space on the SWIS™ servers. No individual or other school has access to the information from another school without use of the individualized school password.

**The SWIS™ firewall is continuously monitored and upgraded.** The SWIS™ database is protected by a stateful transport-layer firewall with a "default-deny" ruleset that restricts access to all ports except 80 (http) and 443 (https) on our web servers. All Internet access to our database servers is blocked, and under the "default-deny" firewall ruleset, the only network connections which are allowed are those that have been explicitly allowed. The effectiveness of this firewall in preventing unauthorized access to SWIS™ accounts is monitored continuously, and upgraded regularly.

**Use of SWIS™, CICO-SWIS™, and ISIS- SWIS™ data within the School-wide PBIS Research Database.** Most schools using SWIS™, CICO-SWIS™ and ISIS-SWIS™ have agreed to have their data added to a national research database funded by the U.S. Department of Education. The purpose of this database is to document large demographic patterns, and to allow schools to compare their ODR results with similar groups of schools (elementary, urban, etc). When a school agrees to allow their data to be used in the Research Database the following considerations are important.

1. All student and staff names are deleted before data are transferred to the research database.
2. Disclosures to individuals or organizations conducting research using data from SWIS, CICO-SWIS™ and ISIS-SWIS™ comply with 34 CFR Sec. 99.31(6), the Department of Education's regulations implementing FERPA.
3. The research projects summarizing the information in SWIS™, CICO-SWIS™ and ISIS- SWIS™ have been reviewed and approved by the University of Oregon Internal Review Board for Protection of Human Subjects (45 CFR 46).
4. All data reported in research reports and presentations are done in aggregate format that prevents the identification of individual (a) students, (b) staff, or (c) schools.

We welcome questions and comments related to confidentiality and security of information entered into SWIS™, CICO-SWIS™ and ISIS- SWIS™. If you have additional questions or suggestions, please contact our Support Team ([support@pbisapps.org](mailto:support@pbisapps.org)).

# Formula Grant Electronic Application System for Indian Education (EASIE Allocation 1 - Initial) School Year 2014-15

OMB #: 1810-0021 OMB Expiration Date: 04/30/2014

Type of applicant: LEA (Consortium Leader)  
Type of application: Regular formula grant program  
Applicant name: Marysville Joint Unified School District  
Address: 1919 B Street  
City, State, Zip: Marysville, CA 95901  
Applicant DUNS Number: 100122274  
Applicant NCES Number: 0624090  
Applicant PR Award number: S060A140995

Allocation 1 - Initial 2014-15 Allocation: \$339,561  
Grant award start date: July 01, 2014 12:00 AM  
Grant award end date: June 30, 2015 12:00 AM  
Application Part II version: 1.0  
Total Indian student count: 1,747  
Total student enrollment:

## Participating LEAs:

LEA name: Marysville Joint Unified School District  
City, State: Marysville, CA  
NCES number: 0624090  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 9,636  
Indian student count: 1,262  
Increase of 10% or more: N

LEA name: Yuba County Office of Education  
City, State: Marysville, CA  
NCES number: 0691048  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 671  
Indian student count: 104  
Increase of 10% or more: Y

LEA name: Camptonville Elementary  
City, State: Camptonville, CA  
NCES number: 0607260  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 455  
Indian student count: 22  
Increase of 10% or more: N

LEA name: Plumas Elementary  
City, State: Plumas Lake, CA  
NCES number: 0631180  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,147  
Indian student count: 14  
Increase of 10% or more: N



LEA name: Wheatland Elementary  
City, State: Wheatland, CA  
NCES number: 0642330  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,236  
Indian student count: 29  
Increase of 10% or more: N

LEA name: Wheatland Union High  
City, State: Wheatland, CA  
NCES number: 06422350  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 713  
Indian student count: 20  
Increase of 10% or more: N

LEA name: Sutter County Office of Education  
City, State: Yuba City, CA  
NCES number: 0691042  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 403  
Indian student count: 9  
Increase of 10% or more: N

LEA name: Britton Elementary  
City, State: Sutter, CA  
NCES number: 0606090  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 432  
Indian student count: 18  
Increase of 10% or more: N

LEA name: Franklin Elementary  
City, State: Yuba City, CA  
NCES number: 0614340  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 480  
Indian student count: 6  
Increase of 10% or more: N

LEA name: Live Oak Unified School District  
City, State: Live Oak, CA  
NCES number: 0622050  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 1,964  
Indian student count: 28  
Increase of 10% or more: Y

LEA name: Marcum-Illionis Union Elementary  
City, State: East Nicholas, CA  
NCES number: 0623800  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 2,299  
Indian student count: 10  
Increase of 10% or more: Y

LEA name: Nuestro Elementary  
City, State: Live Oak, CA  
NCES number: 0627750  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 885  
Indian student count: 5  
Increase of 10% or more: Y

LEA name: Sutter Union High  
City, State: Sutter, CA  
NCES number: 0638610  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 664  
Indian student count: 19  
Increase of 10% or more: Y

LEA name: Yuba City Unified School District  
City, State: Yuba City, CA  
NCES number: 0643470  
Grades offered: PK,K,1,2,3,4,5,6,7,8,9,10,11,12  
Student enrollment: 13,440  
Indian student count: 210  
Increase of 10% or more: N

Application Timeframe: Multi-Year  
Current Application Cycle: Year 1 Of 4



## 2.2 Coordination of Service

### 2.2.1 Coordination of Services with Formula Grant Programs

Programs	(a) Is this Program Available?	(b) Is this Program coordinated with Title VII Services?	Program Type
Title I	Yes	No	Federal
Homeless Child and Youth	Yes	No	Federal
Title III: English Language Acquisition	Yes	No	Federal
School Improvement Grants	Yes	No	Federal
Rural and Low-Income School Program	No	No	Federal
Impact Aid	Yes	No	Federal
Migrant Education	No	No	Federal
Johnson O'MALLEY	Yes	Yes	Federal
AIECE	Yes	Yes	State

#### 2.2.2.1 Description of Coordination of Services for American Indian/Alaska Native Students

The American Indian Education Program of Marysville, with Marysville Joint Unified School District as the LEA, receives funds from Title VII, Johnson O'Malley, and, if granted, American Indian Early Childhood Education Program (funded by California Department of Education). The State-funded AIECE is a competitive grant that we have been awarded during the 2013-14 school year. Funding is specifically for American Indian students at two rural schools. The AIECE program funds are separate from the services offered by the federally-funded programs (Title VII and JOM). We will be applying for the AIECE for 2014-15 school year but may not be awarded. Less than 20 LEA's are awarded funding. Johnson O'Malley funds are specifically for identified American Indian students eligible to receive JOM services at all schools in the consortium. The services offered by Title VII are for all identified American Indian students at all schools in the consortium.

### 2.2.3 Coordination of Services Professional Development

Staff	Professional Development Opportunity	Content
All teachers and other school professionals	School-based coaching or mentoring	Cultural Awareness Education and Sensitivity
All teachers and other school professionals	Workshops/Sessions	Cultural Awareness Education and Sensitivity
All teachers and other school professionals	School-based coaching or mentoring	Integrating Indian- specific content into the general curriculum
All teachers and other school professionals	Workshops/Sessions	Integrating Indian- specific content into the general curriculum
Teachers and other school professionals new to the Indian community	School-based coaching or mentoring	Cultural Awareness Education and Sensitivity
Teachers and other school professionals new to the Indian community	Workshops/Sessions	Cultural Awareness Education and Sensitivity
Teachers and other school professionals new to the Indian community	School-based coaching or mentoring	Integrating Indian- specific content into the general curriculum
Teachers and other school professionals new to the Indian community	Workshops/Sessions	Integrating Indian- specific content into the general curriculum
All teachers and other school professionals	Conferences, including national, regional, state, or LEA-sponsored	Indian Education-specific

#### 2.2.4.1 - 2.2.4.2 Dissemination and Use of Assessment Data

Timeframe of Last Assessment(s) Conducted:	School Year: 2014-15
Method of Dissemination to Indian Community and Parent Committee	<input checked="" type="checkbox"/> Public hearing for application <input checked="" type="checkbox"/> Parent Committee meeting <input checked="" type="checkbox"/> Within a written report <input checked="" type="checkbox"/> Posted on website

	<input type="checkbox"/> Other open meeting
	<input type="checkbox"/> Sent home with student(s)
	<input type="checkbox"/> Radio Broadcast
	<input checked="" type="checkbox"/> NewsLetter
How is LEA responding to findings of previous assessment(s)?	<input checked="" type="checkbox"/> No changes in services/programs
	<input type="checkbox"/> Modifications to services/programs at LEA level
	Please describe :
	<input type="checkbox"/> Modification to services/programs within project
	Please describe :



## 2.3 Indian Education Project Description

### 2.3.1.1 Indian Education Formula Grant Objectives and Data Sources

Objective: Increase school readiness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Parent involvement	Documents
Parent involvement	Parent surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Documents
Culturally-responsive early childhood programs and activities	Student portfolios
Culturally-responsive early childhood programs and activities	Teacher surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Parent surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Student surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Administrator surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Student surveys, interviews, or focus groups
Culturally-responsive academic support	Documents
Culturally-responsive academic support	Student portfolios
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	Parent surveys, interviews, or focus groups
Culturally-responsive academic support	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Student portfolios
Culturally-responsive academic enrichment	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Cultural enrichment	Documents
Cultural enrichment	Non-standardized achievement test
Cultural enrichment	Student portfolios
Cultural enrichment	Teacher surveys, interviews, or focus groups
Cultural enrichment	Parent surveys, interviews, or focus groups
Cultural enrichment	Student surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	Student portfolios
Student advocacy or leadership	Administrator surveys, interviews, or focus groups
Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Student surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents
Culturally-responsive mentoring	Student portfolios
Culturally-responsive mentoring	Administrator surveys, interviews, or focus groups
Culturally-responsive mentoring	Teacher surveys, interviews, or focus groups
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Student surveys, interviews, or focus groups

Objective: Increase integration of Indian specific content into curriculum

Objective Target Grade Levels: Pre-K, Elementary school grades, High school grades

Services Provided

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Service	DataSource
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Administrator surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Student surveys, interviews, or focus groups

Objective: Increase knowledge of cultural identity and awareness

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Parent involvement	Documents
Parent involvement	Non-standardized achievement test
Parent involvement	Teacher surveys, interviews, or focus groups
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Student surveys, interviews, or focus groups
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Non-standardized achievement test
Family literacy with culturally-based materials	Student portfolios
Family literacy with culturally-based materials	Teacher surveys, interviews, or focus groups
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Documents
Culturally-responsive early childhood programs and activities	Non-standardized achievement test
Culturally-responsive early childhood programs and activities	Student portfolios
Culturally-responsive early childhood programs and activities	Teacher surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Parent surveys, interviews, or focus groups
Cultural enrichment	Documents
Cultural enrichment	Non-standardized achievement test
Cultural enrichment	Student portfolios
Cultural enrichment	Teacher surveys, interviews, or focus groups
Cultural enrichment	Parent surveys, interviews, or focus groups
Cultural enrichment	Student surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Administrator surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Student surveys, interviews, or focus groups
Culturally-responsive academic support	Documents
Culturally-responsive academic support	Student portfolios
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	Parent surveys, interviews, or focus groups
Culturally-responsive academic support	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Student portfolios
Culturally-responsive academic enrichment	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
College preparation	Documents
College preparation	Student portfolios
College preparation	Parent surveys, interviews, or focus groups
College preparation	Student surveys, interviews, or focus groups
Career preparation	Documents
Career preparation	Student portfolios
Career preparation	Parent surveys, interviews, or focus groups
Career preparation	Student surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	Student portfolios

Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Student surveys, interviews, or focus groups
Student advocacy or leadership	Student surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents
Culturally-responsive mentoring	Student portfolios
Culturally-responsive mentoring	Teacher surveys, interviews, or focus groups
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Student surveys, interviews, or focus groups
Substance abuse prevention	Student surveys, interviews, or focus groups

Objective: Enhance problem solving and cognitive skills development

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive early childhood programs and activities	Documents
Culturally-responsive early childhood programs and activities	State standardized test
Culturally-responsive early childhood programs and activities	District benchmark assessment
Culturally-responsive early childhood programs and activities	Other standardized achievement test
Culturally-responsive early childhood programs and activities	School readiness screening
Culturally-responsive early childhood programs and activities	Non-standardized achievement test
Culturally-responsive early childhood programs and activities	Student portfolios
Culturally-responsive early childhood programs and activities	Parent surveys, interviews, or focus groups
Culturally-responsive professional development	Documents
Culturally-responsive professional development	Administrator surveys, interviews, or focus groups
Culturally-responsive professional development	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Administrator surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Student surveys, interviews, or focus groups
Culturally-responsive academic support	State standardized test
Culturally-responsive academic support	District benchmark assessment
Culturally-responsive academic support	Other standardized achievement test
Culturally-responsive academic support	Non-standardized achievement test
Culturally-responsive academic support	Student portfolios
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	Parent surveys, interviews, or focus groups
Culturally-responsive academic support	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	State standardized test
Culturally-responsive academic enrichment	District benchmark assessment
Culturally-responsive academic enrichment	Other standardized achievement test
Culturally-responsive academic enrichment	Non-standardized achievement test
Culturally-responsive academic enrichment	Student portfolios
Culturally-responsive academic enrichment	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Cultural enrichment	Documents
Cultural enrichment	Non-standardized achievement test
Cultural enrichment	Student portfolios
Cultural enrichment	Parent surveys, interviews, or focus groups
Cultural enrichment	Student surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	District benchmark assessment
Student advocacy or leadership	Non-standardized achievement test
Student advocacy or leadership	Administrator surveys, interviews, or focus groups
Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups

Student advocacy or leadership	Student surveys, interviews, or focus groups
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Non-standardized achievement test
Family literacy with culturally-based materials	Teacher surveys, interviews, or focus groups
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Parent involvement	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Student surveys, interviews, or focus groups

Objective: Increase academic achievement

Objective Target Grade Levels: Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Culturally-responsive early childhood programs and activities	Documents
Culturally-responsive early childhood programs and activities	State standardized test
Culturally-responsive early childhood programs and activities	District benchmark assessment
Culturally-responsive early childhood programs and activities	Other standardized achievement test
Culturally-responsive early childhood programs and activities	School readiness screening
Culturally-responsive early childhood programs and activities	Non-standardized achievement test
Culturally-responsive early childhood programs and activities	Student portfolios
Culturally-responsive early childhood programs and activities	Parent surveys, interviews, or focus groups
Culturally-responsive professional development	Documents
Culturally-responsive professional development	Administrator surveys, interviews, or focus groups
Culturally-responsive professional development	Teacher surveys, interviews, or focus groups
Culturally-responsive professional development	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Administrator surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Teacher surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Student surveys, interviews, or focus groups
Culturally-responsive academic support	State standardized test
Culturally-responsive academic support	District benchmark assessment
Culturally-responsive academic support	Other standardized achievement test
Culturally-responsive academic support	Non-standardized achievement test
Culturally-responsive academic support	Student portfolios
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	Parent surveys, interviews, or focus groups
Culturally-responsive academic support	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	State standardized test
Culturally-responsive academic enrichment	District benchmark assessment
Culturally-responsive academic enrichment	Other standardized achievement test
Culturally-responsive academic enrichment	Non-standardized achievement test
Culturally-responsive academic enrichment	Student portfolios
Culturally-responsive academic enrichment	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Cultural enrichment	Documents
Cultural enrichment	Non-standardized achievement test
Cultural enrichment	Student portfolios
Cultural enrichment	Teacher surveys, interviews, or focus groups
Cultural enrichment	Parent surveys, interviews, or focus groups
Cultural enrichment	Student surveys, interviews, or focus groups
College preparation	Documents
College preparation	State standardized test
College preparation	Other standardized achievement test
College preparation	Student portfolios

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College preparation	College application and acceptance data
Career preparation	Documents
Career preparation	State standardized test
Career preparation	Other standardized achievement test
Career preparation	Student portfolios
Career preparation	Parent surveys, interviews, or focus groups
Career preparation	Student surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	District benchmark assessment
Student advocacy or leadership	Non-standardized achievement test
Student advocacy or leadership	Non-standardized achievement test
Student advocacy or leadership	Administrator surveys, interviews, or focus groups
Student advocacy or leadership	Student portfolios
Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Student surveys, interviews, or focus groups
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Non-standardized achievement test
Family literacy with culturally-based materials	Teacher surveys, interviews, or focus groups
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Parent involvement	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents
Culturally-responsive mentoring	Student portfolios
Culturally-responsive mentoring	Teacher surveys, interviews, or focus groups
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups

Objective: Decrease school dropout rate

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Parent involvement	Documents
Parent involvement	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Non-standardized achievement test
Family literacy with culturally-based materials	Student portfolios
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Culturally-responsive academic support	Documents
Culturally-responsive academic support	State standardized test
Culturally-responsive academic support	District benchmark assessment
Culturally-responsive academic support	Administrator surveys, interviews, or focus groups
Culturally-responsive academic support	Teacher surveys, interviews, or focus groups
Culturally-responsive academic support	Parent surveys, interviews, or focus groups
Culturally-responsive academic support	Student surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Documents
Culturally-responsive academic enrichment	Student portfolios
Culturally-responsive academic enrichment	Administrator surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Teacher surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive academic enrichment	Student surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	Student portfolios
Student advocacy or leadership	Administrator surveys, interviews, or focus groups
Student advocacy or leadership	Teacher surveys, interviews, or focus groups
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Student surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents

Culturally-responsive mentoring	Student portfolios
Culturally-responsive mentoring	Administrator surveys, interviews, or focus groups
Culturally-responsive mentoring	Teacher surveys, interviews, or focus groups
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Student surveys, interviews, or focus groups
College preparation	Documents
College preparation	State standardized test
College preparation	Student portfolios
College preparation	Administrator surveys, interviews, or focus groups
College preparation	Teacher surveys, interviews, or focus groups
College preparation	Parent surveys, interviews, or focus groups
College preparation	Student surveys, interviews, or focus groups
Career preparation	Documents
Career preparation	Student portfolios
Career preparation	Administrator surveys, interviews, or focus groups
Career preparation	Teacher surveys, interviews, or focus groups
Career preparation	Parent surveys, interviews, or focus groups
Career preparation	Student surveys, interviews, or focus groups
Substance abuse prevention	Documents
Substance abuse prevention	Student portfolios
Substance abuse prevention	Parent surveys, interviews, or focus groups
Substance abuse prevention	Student surveys, interviews, or focus groups

Objective: Increase substance abuse prevention

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Parent involvement	Documents
Parent involvement	Student portfolios
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Student surveys, interviews, or focus groups
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Student portfolios
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Documents
Culturally-responsive early childhood programs and activities	Student portfolios
Culturally-responsive early childhood programs and activities	Parent surveys, interviews, or focus groups
Culturally-responsive early childhood programs and activities	Student surveys, interviews, or focus groups
Cultural enrichment	Documents
Cultural enrichment	Student portfolios
Cultural enrichment	Parent surveys, interviews, or focus groups
Cultural enrichment	Student surveys, interviews, or focus groups
Substance abuse prevention	Documents
Substance abuse prevention	Student portfolios
Substance abuse prevention	Teacher surveys, interviews, or focus groups
Substance abuse prevention	Parent surveys, interviews, or focus groups
Substance abuse prevention	Student surveys, interviews, or focus groups
Substance abuse prevention	Administrator surveys, interviews, or focus groups

Objective: Increase parent participation

Objective Target Grade Levels: Pre-K, Elementary school grades, Middle school grades, High school grades

Services Provided

Service	DataSource
Parent involvement	Documents
Parent involvement	Teacher surveys, interviews, or focus groups
Parent involvement	Parent surveys, interviews, or focus groups
Parent involvement	Student surveys, interviews, or focus groups
Parent involvement	Student portfolios
Family literacy with culturally-based materials	Documents
Family literacy with culturally-based materials	Non-standardized achievement test
Family literacy with culturally-based materials	Teacher surveys, interviews, or focus groups
Family literacy with culturally-based materials	Parent surveys, interviews, or focus groups
Family literacy with culturally-based materials	Student surveys, interviews, or focus groups
Culturally-responsive professional development	Documents
Culturally-responsive professional development	Parent surveys, interviews, or focus groups
Curriculum development integrating local knowledge, language and culture	Documents
Curriculum development integrating local knowledge, language and culture	Parent surveys, interviews, or focus groups
College preparation	Documents
College preparation	Parent surveys, interviews, or focus groups
Career preparation	Documents
Career preparation	Parent surveys, interviews, or focus groups
Student advocacy or leadership	Documents
Student advocacy or leadership	Parent surveys, interviews, or focus groups
Substance abuse prevention	Documents
Substance abuse prevention	Parent surveys, interviews, or focus groups

Cultural enrichment	Documents
Cultural enrichment	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Documents
Culturally-responsive mentoring	Parent surveys, interviews, or focus groups
Culturally-responsive mentoring	Student surveys, interviews, or focus groups



## 2.4 Budget

### 2.4.1.0.1 Supplemental Information

☒ By Checking this box, I will ensure that the Indian Education formula grant funds will supplement and not supplant other funding for the education of Indian children, with the goal of providing culturally-responsive education to meet the academic needs of American Indian/Alaska Native students and to assist those students in meeting State achievement standards. See FAQs for guidance and examples.

### 2.4.9 Budget Summary

Allocated Funds: \$339,561	Total Admin %: 4.9% Total Admin Funds: \$16,500 Waiver Applied For: <input type="checkbox"/>	Budgeted Funds: \$339,561	Unbudgeted Funds: \$0
Budget Category	Status	Category Subtotal	% of Overall Allocation
Supplemental Information	Finished	\$0	0.0%
Personnel	Finished	\$277,402	81.7%
Travel	Finished	\$3,000	0.9%
Equipment	Finished	\$0	0.0%
Supplies	Finished	\$8,480	2.5%
Contractual	Finished	\$6,000	1.8%
Other	Finished	\$23,000	6.8%
Indirect Costs	Finished	\$21,679	6.38%
<b>Budget Total</b>		<b>\$339,561</b>	<b>100%</b>

### 2.4.1.1 Budget-Personnel

Type of Personnel	#	% of Time	Admin Cost	Prog. Cost	Fringe Cost	Total
Project Director	1	60%	\$5,000	\$42,594	\$13,229	\$60,823
Project Coordinator						\$0
Other:						\$0
Liaisons: Home/School or Community	12	25%		\$48,716	\$6,159	\$54,875
Reading Coaches or Specialists	20	10%		\$20,000	\$2,740	\$22,740
Instructional Assistants	1	60%		\$27,834	\$19,307	\$47,141
Math Coaches or Specialists	10	10%		\$20,501	\$2,900	\$23,401
Support: Clerical or Secretarial	1	100%	\$11,500	\$35,491	\$21,431	\$68,422
<b>Category Totals</b>	<b>45</b>		<b>\$16,500</b>	<b>\$195,136</b>	<b>\$65,766</b>	<b>\$277,402</b>

### 2.4.2.1 Budget-Travel

Type of Travel	Admin Cost	Program Cost	Totals
In-District		\$1,000	\$1,000
Out of District		\$1,000	\$1,000
Professional Development		\$1,000	\$1,000
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$3,000</b>	<b>\$3,000</b>

### 2.4.3.1 Budget-Equipment

Item	Admin Cost	Program Cost	Totals
			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**2.4.4.1 Budget-Supplies**

Item	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$3,480	\$3,480
Student Consumables		\$5,000	\$5,000
Program Management			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$8,480</b>	<b>\$8,480</b>

**2.4.5.1 Budget-Contractual**

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$6,000	\$6,000
Student Evaluations			\$0
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$6,000</b>	<b>\$6,000</b>

**2.4.6.1 Budget-Other**

Purpose	Admin Cost	Program Cost	Totals
Direct Instructional Delivery		\$8,000	\$8,000
Student Activities Related to Services		\$12,000	\$12,000
Professional Development		\$3,000	\$3,000
<b>Category Subtotals</b>	<b>\$0</b>	<b>\$23,000</b>	<b>\$23,000</b>

**2.4.7.1 Budget-Indirect Costs**

Rate %	Total
7.00%	\$21,679

**2.6 Comment**

--

☒ I have read the program assurances and agree to their provisions.

☒ All required student forms ('506 forms') are on file with the LEA and will be provided to the OIE upon request.

☒ I am authorized to accept the Indian Education Formula Grant award. This grantee will comply with all program assurances, agrees to carry out the program and to meet all applicable Federal requirements. I approve the budget submitted with this application as well as any budget revision submitted in the future by my authorized representative.

Applicant Contact Name: Patricia Bennett  
Applicant Contact E-mail: pbennett@mjuds.k12.ca.us  
Applicant Contact Title: Secretary  
Applicant Contact Telephone: (530) 749-6196

User 1: Genevieve Gaddy  
E-mail: ggaddy@mjuds.com  
Title: Secretary

User 2: Jolie Carreon  
E-mail: jcarreon@mjuds.com  
Title:

User 3: Patricia Bennett  
E-mail: pbennett@mjuds.k12.ca.us  
Title: Secretary

User 4: James Carpenter  
E-mail: jcarpenter@mjuds.net  
Title:

If you have any questions regarding your SY 2014-15 EASIE Formula Grant application or need to report changes of EASIE system users for your LEA prior to the close of the application submission, review, and approval period (approximately July 1, 2014), please contact the Partner Support Center. PSC is available between 8:00 a.m. and 6:00 p.m., Eastern Time. PSC is closed on federal holidays.

EDFacts Partner Support Center (PSC)  
Voice: 877-457-3336 (877-HLP-EDEN)  
Fax: 888-329-3336 (888-FAX-EDEN)  
E-mail: [eden\\_OIE@ed.gov](mailto:eden_OIE@ed.gov)

Hearing impaired persons may contact the Partner Support Center at TTY/TDD: 888-403-3336 (888-403-EDEN).

If you have questions or need to make changes to SY 2013-14 or prior grants or need information after July 1, 2014, please contact the Office of Indian Education.

Office of Indian Education  
Telephone: 202-260-1454  
E-mail: [Indian.education@ed.gov](mailto:Indian.education@ed.gov)

**American Indian Education Program  
Marysville Joint Unified School District  
Consortium Agreement**

For the purpose of applying for the School Year 2014-2015 Indian Education Formula Grant, it is acknowledged by the members of this consortium that Marysville Joint Unified School District will be the lead Local Education agency (LEA) in the application for the Formula Grants to Local Education Agencies (CDFA 84.060) authorized in Elementary and Secondary Education Act.

**General Agreement:**

- A. We will meet the federal requirements attached (34 CFR 75.127-129).
- B. No member LEA is submitting a separate application as an individual LEA for this same grant.
- C. Each LEA member is legally and individually responsible to:
  - 1. Carry out the activities we agree to perform; and
  - 2. Use any funds that we receive, if applicable, in accordance with Federal requirements that apply to the grant, including the parent consultation and committee requirements below.

**Parent Consultation and Committee requirements:**

- A. The local program for which we seek funding ("Indian Education Program") was developed in open consultation with parents of Indian children and teachers (and Indian students from secondary schools). We held public hearings to provide individuals in each member LEA a full opportunity to understand the program and to offer recommendations regarding the program.
- B. The public hearings were held geographically to offer convenient location to all member LEA populations in the following areas: Marysville, Live Oak, Sutter, Yuba City, Wheatland and Plumas Lake. Legal notices were placed in the Appeal Democrat and notices were mailed out to each LEA Superintendent, each LEA Board of Trustees and all families served by the program.
- C. The Indian Education Program was developed with the participation and written approval of a Parent Committee consisting of Parents representing each of the LEA's in the consortium, Teachers and Secondary students meeting federal requirements (section 7113( c ) of the ESEA, Title VII, Part A.).
- D. The Parent Committee has written policies and procedures (Bylaws), including those relating to the hiring of personnel, that will ensure that the Indian Education Program will be operated and evaluated in consultation with, and with the involvement of: parents of children in each LEA representing each area to be served.

**Comprehensive Program**

These grant funds will be used to carry out, in each member LEA, a comprehensive program for meeting the needs of Indian children, including their language and cultural needs, consistent with federal requirements (ESEA section 7115, 20 USC 7425). The particular activities for this grant will be:

- 1. Academic Tutoring in Math and English Language Arts --either individually or in small groups as determined by the education program the student is enrolled in and ensuring the best interests of the student.
- 2. American Indian cultural activities as determined by AI Parent Committee
- 3. Classroom presentations
- 4. Field trips
- 5. Quarterly newsletter announcing program activities
- 6. Cultural special events and other Cultural workshops
- 7. Help in choosing a college or other continuing education program
- 8. Help in finding financial aid for college
- 9. Referral service for other Indian agencies, activities and events
- 10. Help with researching Tribal Ancestry

**Lead LEA (Lead Education Agency)**


- A. The lead consortium member is (Marysville Joint Unified School District, which will act on behalf of all consortium member LEAs.
- B. This agreement binds each member of the group to every statement and assurance made by the lead application in the application.
- C. The lead LEA, Marysville Joint Unified School District is legally responsible for:
  1. The use of all grant funds;
  2. Ensuring that the project is carried out by the group in accordance with Federal requirements; and
  3. Ensuring that indirect cost funds are determined as required by federal regulations (34 CFR 75.564).

Marysville Joint Unified School District

  
Dr. Gay Todd, Superintendent

4-30-14  
Date

Britton Elementary School District

  
Staci Kaelin, Superintendent

4-24-14  
Date

Camptonville Unified School District

  
Sandra Ross, Superintendent

4-24-14  
Date

Franklin Elementary School District

  
Douglas Reeder, Superintendent

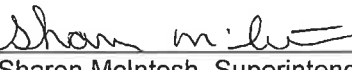
4/24/14  
Date

Live Oak Unified School District

  
Mathew Gulbrandsen, Superintendent

4/24/14  
Date

Marcum Illinois School District

  
Sharon McIntosh, Superintendent

4/30/14  
Date

Nuestro Elementary School District

  
Joe Hendrix, Superintendent

4-28-14  
Date

Plumas Lake Elementary School District

  
Jeff Roberts, Superintendent

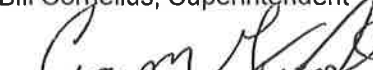
4/28/14  
Date

Sutter County Office of Education

  
Bill Cornelius, Superintendent


4/28/14  
Date

Wheatland Elementary School District

  
Craig Guensler, Superintendent

4/29/14  
Date

Wheatland High School District

  
Vic Ramos, Superintendent

4-28-2014  
Date

Yuba City Unified School District

  
Nancy Aaberg, Superintendent

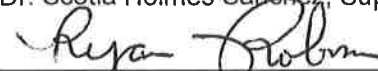
4-28-14  
Date

Yuba County Office Of Education

  
Dr. Scotia Holmes Sanchez, Superintendent

4-23-14  
Date

Sutter Union High District

  
Ryan Robinson, Superintendent

4-24-14  
Date

**Districts served by  
Marysville Joint Unified School District's  
American Indian Education Program:**

<b>DISTRICT</b>	<b>TOTAL NUMBER OF STUDENTS ENROLLED</b>	<b>TOTAL NUMBER OF INDIAN STUDENTS IDENTIFIED BY THE AIEP</b>
Brittan Elementary School District	432	18
Camptonville Unified School District	455	22
Franklin Elementary School District	480	6
Live Oak Unified School District	1964	28
Marysville Joint Unified School District	9636	1262
Marcum Illinois Elementary School District	2299	10
Nuestro Elementary School District	885	5
Plumas Lake Elementary School District	1147	14
Sutter High School District	664	19
Sutter County Office of Education	403	9
Wheatland High School District	713	20
Wheatland Union School District	1236	29
Yuba City Unified School District	13440	210
Yuba County Office of Education	671	104
<b>Totals</b>	<b>34425</b>	<b>1747</b>

Attached is a detailed student count.

## Education Department General Administrative Regulations

### Group Applications

#### ☐ 75.127                    **Eligible parties may apply as a group.**

- (a) Eligible parties may apply as a group for a grant.
- (b) Depending on the program under which a group of eligible parties seeks assistance, the term used to refer to the group may vary. The list that follows contains some of the terms used to identify a group of eligible parties:
  - (1) Combination of institutions of higher education
  - (2) Consortium
  - (3) Joint applicants
  - (4) Cooperative arrangements

(Authority: 20 U.S.C. 1221e-3 and 3474)

#### ☐ 75.128                    **Who acts as applicant; the group agreement.**

- (a) If a group of eligible parties applies for a grant, the members of the group shall either:
  - (1) Designate one member of the group to apply for the grant; or
  - (2) Establish a separate, eligible legal entity to apply for the grant.
- (b) The members of the group shall enter into an agreement that:
  - (1) Details the activities that each member of the group plans to perform; and
  - (2) Binds each member of the group to every statement and assurance made by the applicant in the application.
- (c) The applicant shall submit the agreement with its application.

(Authority: 20 U.S.C. 1221e-3 and 3474)

#### ☐ 75.129                    **Legal responsibilities of each member of the group.**

- (a) If the Secretary makes a grant to a group of eligible applicants, the applicant for the group is the grantee and is legally responsible for:
  - (1) The use of all grant funds;
  - (2) Ensuring that the project is carried out by the group in accordance with Federal requirements; and
  - (3) Ensuring that indirect cost funds are determined as required under 75.564(e).
- (b) Each member of the group is legally responsible to:
  - (1) Carry out the activities it agrees to perform; and
  - (2) Use the funds that it receives under the agreement in accordance with Federal requirements that apply to the grant.

(Authority: 20 U.S.C. 1221e-3 and 3474)

(45 FR 22497, April 3, 1980. Redesignated at 45 FR 77368, November 21, 1980,  
as amended at 59 FR 59581, November 17, 1994)

## **Additional Program Assurances for 84.060 - Indian Education Formula Grants Required for ALL Applications**

1. If the applicant is an LEA, it assures that funds received under this program will be used only to supplement the level of funds that, in the absence of the Federal funds made available under this program, the LEA would make available for the education of Indian children, and not to supplant such funds. (Section 7114(c)(1) of Part A, Title VII)
2. It assures that it will submit a performance report, or, for the last year of a project, a final report, that evaluates at least annually:
  - (a) the grantee's progress in achieving the objectives in its approved application;
  - (b) the effectiveness of the project in meeting the purposes of the program; and
  - (c) the effect of the project on participants being served by the project. (34 CFR 75.590)
3. It assures that it will cooperate in any evaluation of the program by the Secretary. (34 CFR 75.591)
4. It assures that the program for which funds are sought is based on a comprehensive local assessment and prioritization of the unique educational and culturally related academic needs of the American Indian and Alaska Native students for whom the LEA is providing an education. (Section 7114(c)(3) of Part A, Title VII)
5. It assures that it will use the best available talents and resources, including persons from the Indian community. (Section 7114(c)(3) of Part A, Title VII)
6. It assures that it has developed the project for which application is made (a) in open consultation with parents of Indian children and teachers and, if appropriate, Indian students from secondary schools, including through public hearings held to provide a full opportunity to understand the program and to offer recommendations regarding the program; and (b) with the participation of a parent committee selected in accordance with section 7114(c) of the statute; and (c) with the written approval of that parent committee. (Section 7114(c)(3)(4) of Part A, Title VII)
7. It assures, if it is a local educational agency, that the parent committee will adopt and abide by reasonable by-laws for the conduct of the activities of the committee. (Section 7114(c)(4) of Part A, Title VII)
8. It assures that the policies and procedures, and sets forth such policies and procedures, including policies and procedures relating to the hiring of personnel, will ensure that the program will be operated and evaluated in consultation with, and with the involvement of, parents of the children, and representatives of the area, to be served. (Section 7114(c)(4) of Part A, Title VII)
9. It assures that an application for inclusion of these program funds in a Title I school-wide project, has been approved, in writing, by the parent committee and that the parent committee was allowed to review the application in a timely fashion, has determined that the program will not diminish the availability of culturally related activities for American Indians and Alaska Native students, and has determined that the Title I schoolwide project meets the purpose of the Indian education formula grant program. (Sections 7114(c)(4)(D) and 7115(c) of Part A, Title VII)
10. It assures that it will directly administer or supervise the administration of the project. (34 CFR 75.701)
11. It assures that it will keep records related to grant funds, program compliance and program performance and will afford the Secretary access to these records as the Secretary may find necessary to assure the correctness and verification of reports made by the applicant. (34 CRR sections 75.730-.732)
12. It assures that it has fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. (34 CFR 75.702)



13. Pursuant to Section 9306(a) of the Elementary and Secondary Education Act, it assures that:

- The program will be administered in accordance with all applicable statutes, regulations, program plans and application;
- The control of funds provided under the program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities and who will administer these funds and property to the extent required by the authorizing statute;
- The applicant will adopt and use proper methods of administering the program, including – the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out the program; and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- The applicant will cooperate in carrying out any evaluation of the program conducted by or for the State education agency (SEA), the Secretary or other Federal officials;
- The applicant will use fiscal control and funds accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under this program;
- The applicant will make reports, maintain records, provide information, and afford access to the State education agency and the Secretary as may be necessary to enable the SEA and the Secretary to carry out and perform their duties under this program; and
- Before the application is submitted, the applicant affords a reasonable opportunity for public comment on the application and has considered those comments.

**PARENT COMMITTEE APPROVAL OF A TITLE VII FORMULA GRANT PROGRAM**  
Elementary and Secondary Education Act, Title VII, Part A, Subpart 1

LEA Name: MJUSD  
PR Award #: S060A140995  
Address: 1919 B Street  
City/State/Zip: Marysville, Ca. 95901

Check the type of application submitted.  
Check only one box:

- ☒ Regular formula grant program  
☐ Title I school-wide program  
☐ Integration of Services (Section 7116)

Assurances:

☒ The parent committee is composed of parents of Indian children in the local educational agency's schools; teachers in the schools; and if appropriate, Indian students attending secondary schools of the agency. The Parent Committee and the LEA are to locally determine the number of PC members that are required for PC approval of the application.

☒ This certifies that the Parent Committee for the above entity has participated in the development of the application submitted and approves the proposed project.

Additional Assurances: Title I school-wide program (only):

- ☐ The application submitted will include project funds in a Title I school-wide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for American Indian and Alaska Native students.
- ☐ The Parent Committee in a school-wide program determined that the program will not diminish the availability of culturally related activities for American Indian and Alaska Native students.

The written approval of the parent committee must be obtained before Part II closes and must be uploaded within the EASIE system. Parent committee members' signatures, titles and date are required.

Wayne L. Owen 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other \_\_\_\_\_

Sarah Chisholm 4/30/14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other \_\_\_\_\_

Debra J. Allen 04-30-14  
Name Date

Title: (Choose one)

- ☐ Parent/Guardian  
☒ Teacher  
☐ High School Student  
☐ Other \_\_\_\_\_

Donnell Elder 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other \_\_\_\_\_

Cheryl S. Phillips  
Name Date

Title: (Choose one)

- ☐ Parent/Guardian  
☐ Teacher  
☒ High School Student  
☐ Other \_\_\_\_\_

Cherie Baker 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other \_\_\_\_\_

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**PARENT COMMITTEE APPROVAL OF A TITLE VII FORMULA GRANT PROGRAM**  
Elementary and Secondary Education Act, Title VII, Part A, Subpart 1

LEA Name: MJUSD  
PR Award #: S060A140995  
Address 1919 B Street  
City/State/Zip Marysville, CA 95901

Check the type of application submitted.  
Check only one box:

- ☒ Regular formula grant program  
☐ Title I school-wide program  
☐ Integration of Services (Section 7116)

Assurances:

- ☒ The parent committee is composed of parents of Indian children in the local educational agency's schools; teachers in the schools; and if appropriate, Indian students attending secondary schools of the agency. The Parent Committee and the LEA are to locally determine the number of PC members that are required for PC approval of the application.
- ☒ This certifies that the Parent Committee for the above entity has participated in the development of the application submitted and approves the proposed project.

Additional Assurances: Title I school-wide program (only):

- ☐ The application submitted will include project funds in a Title I school-wide program. The Parent Committee also certifies that it had an opportunity to review the program in a timely fashion and it is consistent with the purpose of the formula grant program for American Indian and Alaska Native students.
- ☐ The Parent Committee in a school-wide program determined that the program will not diminish the availability of culturally related activities for American Indian and Alaska Native students.

The written approval of the parent committee must be obtained before Part II closes and must be uploaded within the EASIE system. Parent committee members' signatures, titles and date are required.

Marilyn Lowe 4/30/14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other

Beverly Neal 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other

Andy Hill 4-30-2014  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other

Juan Cacho 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other

Todd C Johnson  
Name Date

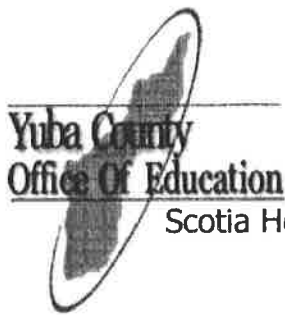
Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other

Melissa Bennett 4-30-14  
Name Date

Title: (Choose one)

- ☒ Parent/Guardian  
☐ Teacher  
☐ High School Student  
☐ Other



Scotia Holmes Sanchez, Ed.D.  
Superintendent

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

March 27, 2014

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

MJUSD SUPT OFFICE  
APR 07 2014  
RECEIVED/lm

RE: General Election, November 4, 2014

Dear Gay,

Attached you will find a list of your Board of Trustees, the trustee areas they represent and the expiration date for their term. According to this list, your school district has three trustees whose terms will expire December 5, 2014. Upon reviewing this information, if you identify any discrepancies, please notify my office and the necessary corrections will be made immediately. This information has been confirmed with the Yuba County Clerk's office.

With regard to the upcoming election, certain actions should be taken to avoid charges being assessed against the Board. If your Board has adopted a policy regarding candidates' statements and tie votes, you need not adopt resolutions. If not, your Board should adopt resolutions addressing these two issues. Sample resolutions are attached for your review. Should your Board wish to pay for candidates' statements or hold run-off elections in the event of tie votes, this may be specified. This information will be furnished to all candidates when they pick up their nomination papers. The first day for candidates to do this is July 14, 2014. I would; therefore, urge that your Board take action on this, if necessary, prior to that date and furnish this office with a copy of your resolutions or Board Policy no later than June 30, 2014. The Elections Office has requested that this information be on file with their office prior to July 7, 2014.

Education Code §5323 requires all Governing Board Elections be consolidated. In accordance with the provisions of this code, enclosed you will find a Notice of Consolidated Election and a Specification of Election Order which will identify the Trustee's terms which are expiring and the Trustee areas. You will note that the Specification of Election Order requires action by your Board and should be returned to this office no later than June 30, 2014.

I have also enclosed an Election Calendar listing the remaining requirements and deadlines for the election. Candidacy forms may be obtained from the Yuba County Clerk/Recorders Office – Election's Department, 915 8<sup>th</sup> Street, Suite 107, Marysville.

If you have any questions or concerns regarding the above information, please contact my assistant, Maggie Nicoletti, at 749-4854. I would also appreciate you forwarding all requested documentation to her attention.

Respectfully,

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

Enclosures

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## NOTICE OF CONSOLIDATED ELECTION

To the GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT of the County of Yuba, State of California.

You are hereby notified that Section 5000 of the Education Code requires district governing board member elections for the following districts to be held in your school district on November 4, 2014:


- Marysville Joint Unified School District
- Yuba Community College District
- Yuba County Board of Education

Education Code Section 5340 states school district governing board or community college district governing board member elections for two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot.

The number of governing board members to be elected:

- Three – Marysville Joint Unified School District
- One - Yuba Community College District
- Two - Yuba County Office of Education

Dated: March 27, 2014

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

YUBA COUNTY  
SCHOOL DISTRICTS AND BOARD OF EDUCATION

Note: Any boundary lines, whether to trustee area or school district boundary, falls under the Federal Voting Rights Act of 1965 and must be submitted to the Federal Department of Justice for a preclearance.

Yuba County is one of 4 counties in the State of California that falls under the Federal Voting Rights Act of 1965. The other counties are Kings, Merced and Monterey.

Yuba County Board of Education

<u>Trustee Area</u>	<u>Member</u>	<u>Term Expires</u>
2	Lou Binninger	2016
2	George Smith	2014
1	Marlene Rastetter	2014
3	Mary Hovey	2016
4	Emily T. Dawson	2016
5	<del>Donna Landerman</del>	<del>2014</del>
	Resigned Effective February 2012 Randy appointed 4/11/12	
	Randy Fletcher (short term)	2014

Camptonville School District

At Large	Jessie Mullins	2016
	Richard Dickard	2014
	Donna Tate	2014
	<del>Scot Spackman</del>	<del>2012</del>
	Resigned Effective August 2011	
	Jackie Longshore Appointed 10/10/2011	
	Resigned 6/13/2012 Wendy Tinnell Appointed 7/23/12	
	Wendy Tinnell (Ran 2012)	2016
	Candace DeMaranville	2014

Marysville Joint Unified School District

1	Glen Harris	2016
2	Frank J. Crawford	2014
2	Anthony J. Dannible	2016
3	Philip R. Miller	2014
3	Jim Flurry	2016
4	Jeff Boom	2014
4	Bernie Rechs	2016

Plumas Lake Elementary School District

At Large	Derek Bratton	2014
	Dora Buck	2014
	Michelle Perrault	2016
	Craig Bommarito	2016

David Villanueva	2014
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Wheatland School District

At Large	Denis O'Connor	2014
	Wayne Bishop	2014
	Oscar Magana	2016
	Nicole Crabb	2016
	Barbara Warren	2014

Wheatland Union High School District

At Large	Frank D. Webb, Jr.	2014
	Cathi Bradshaw	2014
	Justin Guzman	2016
	Staci Medina	2016
	Deborah Schweitz	2016

Yuba Community College District

1	Jim Kennedy	2014
2	Brent Hastey	2016
3	David Wheeler	2014
4	Michael Pasquale	2016
5	Gary Sandy	2014
6	Xavier Tafoya	2016
7	V. Richard Savarese	2016

Mag  
Updated November 2012

# GENERAL ELECTION CALENDAR

## NOVEMBER 4, 2014

<u>Primary Responsibility</u>	<u>Date/Deadline</u>	<u>Action Required</u>
County Superintendent	June 22, 2014 (E-130)	<b>CONSOLIDATION OF SCHOOL ELECTIONS –</b> Last day for County Superintendent of Schools to notify, in writing, the school district governing boards when a consolidated election is required to be held. (E.C. 5340, 5342)
School Board	July 2, 2014 (E-125)	<b>SCHOOL DISTRICT RESOLUTION CALLING ELECTION –</b> By this date the School District Governing Board (s) shall have adopted their resolutions designating the election particulars and have delivered same to County Superintendent having jurisdiction. The resolution shall contain "Specifications of the Election Order." The notice is to contain: (1) elective offices to be filled; (2) whose to pay the cost of candidates' statements; and (3) word limitation of same (unless Board has bylaw regarding this). (E.C. 5322)
County Superintendent	July 7, 2012 (E-120)	<b>COUNTY SUPERINTENDENT TO CALL ELECTION –</b> Only the County Superintendent may formally call a regular school district election and must do so by this date and deliver the "Order of Election" and "Order of Consolidation" to the County Clerk regardless of whether or not all resolutions from the schools under his/her jurisdiction have been received. (E.C. 5324, 5325)
Candidate	July 14, 2014 through August 8, 2014 (E-113-88)	<b>NOMINATION PERIOD –</b> Period for obtaining, circulating and filing nomination papers and executing Declaration of Candidacy. School district candidates must appear in person at the Elections Office to execute Declaration of Candidacy. (El. 10603)
Candidate	July 31, 2014	<b>FPFC SEMI-ANNUAL FILING DEADLINE –</b> Semi-annual Campaign Disclosure Statements are due this date for any candidate, office holder, or committee with activity during the first half of the calendar year for period ending June 30, 2014.
Candidate	August 8, 2014 (E-88)	<b>***CLOSE OF REGULAR NOMINATION PERIOD***</b> Last day candidate(s) may file completed nomination papers by 5:00 p.m. Determination of filing extension to be made at this time. (El. 10603)
Candidate	August 11, 2014* through August 13, 2012 (E-87-83)	<b>FILING PERIOD EXTENSION –</b> Period during which additional nomination papers may be obtained, circulated and filed by non-incumbents. IF by the close of the nomination period the incumbent has not filed for re-election. (El. 10604) *Date changed due to August 9, 20124 being a Saturday.



<u>Primary Responsibility</u>	<u>Date/Deadline</u>	<u>Action Required</u>
Candidate	August 11, 2014 (E-85)	<b>WITHDRAWAL OF CANDIDATES' STATEMENT</b> - Up until 5:00 p.m. of the working day following the close of the normal or extended nomination period any candidate who filed a candidates' statement with their papers may withdraw that previously filed statement and be refunded their deposit. Statement may be withdrawn, but not changed.
Candidate	August 13, 2014 (E-83)	<b>FILING PERIOD EXTENSION CLOSES</b> - Last day for filing Nomination Papers or executing Declarations of Candidacy for any district subject to extension of nominations. (El. 10604)
Voters	August 13, 2014 (E-83)	<b>PETITION TO CAUSE ELECTION</b> - Last day for a voter of a district (where there were insufficient nominees to cause an election) to file a petition containing the signatures of 10% of the Registered Voters of the District requesting that a school district election be held. (E.C. 5326)
School Board	August 14, 2014 (E-82)	<b>APPOINTMENT OF CANDIDATES</b> - If there are insufficient nominees to cause an election, an appointment must be made no later than the date of the election (November 4, 2014). (E.C. 5328)
Voters	September 8, 2014 through October 21, 2014 (E-57-14)	<b>STATEMENT OF WRITE-IN CANDIDACY</b> - During this period, all qualified write-in candidates must file their statements of write-in candidacy and nomination papers. (El. 8601, 8604)
Voters	October 20, 2014 (E-15)	<b>CLOSE OF VOTER REGISTRATION</b> - Last day for electors to register to vote for the election. The Elections Office will receive affidavits for four (4) days after the deadline and process them as eligible for the election provided that they are executed and postmarked on or before October 20, 2014.
Voters	October 6 - October 28, 2014 (E-29-7)	<b>VOTE BY MAIL VOTER'S BALLOT APPLICATIONS</b> - Period during which the Elections Office may issue Vote by Mail Ballots in response to signed requests. (El. 3001, 3003)
Voters	October 21, 2014 (E-14)	<b>DECLARATION OF WRITE-IN CANDIDACY</b> - Last day that any qualified voter may file a Declaration of Write-in Candidacy to be a write-in.
Voters	October 28, 2014 (E-7)	<b>VOTE BY MAIL VOTER'S APPLICATION DEADLINE</b> - Last day to receive or mail a voter's application for a Vote by Mail Ballot for this election.
School Board	November 3, 2014 (E-1)	<b>APPOINTMENT BY GOVERNING BOARD</b> - If, pursuant to E.C. 5326, a school district election is not held, the qualified person(s) nominated shall be seated at the organizational meeting of the board, or if no person has been nominated or if an insufficient number is nominated, the governing board shall appoint a qualified person(s) at a

meeting prior to the day fixed for the election, and such appointee(s) shall be seated at the organizational meeting of the board as if elected at a school district election. (E.C. 5328)

Voters

November 4, 2014  
(E-0)

\*\*\*\*\*ELECTION\*\*\*\*\*

Polls open at 7:00 a.m. and close at 8:00 p.m.

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**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 2013-14/28**

On the motion of Trustee \_\_\_\_\_

Duly seconded by Trustee \_\_\_\_\_

**RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED  
SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S  
DESIRE TO ADOPT SPECIFICATIONS OF ELECTION ORDER**

**SPECIFICATIONS OF THE ELECTION ORDER**

**RESOLVED**, that pursuant to Education Code Sections 5304 and 5322, the authority for the specifications of the election order, I hereby specify the following with respect to the Governing Board Member Election in the Marysville Joint Unified School District.

Date of Election: **November 4, 2014**

Purpose of the Election: To elect three (3) members to the Marysville Joint Unified School District's Board of Trustees.

Trustee Area 2: One 4-year term  
Trustee Area 3: One 4-year term  
Trustee Area 4: One 4-year term

**CLERK'S CERTIFICATE**

I hereby certify that the foregoing is a full true and correct excerpt from the Journal of the Marysville Joint Unified School District Board of Trustees, pertaining to the adoption of the foregoing resolution, for a regular meeting held on May 13<sup>th</sup>, 2014 at 6:30 p.m.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Anthony Dannible, Clerk  
Board of Trustees

5/13/14

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 2013-14/29**

On the motion of Trustee \_\_\_\_\_

Duly seconded by Trustee \_\_\_\_\_

**RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S DESIRE TO ADOPT THE FOLLOWING RULES AND REGULATIONS PERTAINING TO CANDIDATES' STATEMENTS FOR GOVERNING BOARD ELECTIONS**

**RESOLVED**, that the Marysville Joint Unified School District Board of Trustees, pursuant to Section 13307 of the Election Code, does adopt the following rules and regulations with regard to preparation and publication of candidates' statements and other materials for Governing Board Elections:

1. All candidates will be charged for the candidates' statement which will be included with the sample ballot. The statement shall not exceed 200 words and shall be in the form prescribed by the County Elections.
2. No other material shall be printed or distributed for candidates by the County Election's office.
3. The Governing Board shall not assume any part of the cost of printing, handling, translating, and mailing of candidates' statements.

**PASSED AND ADOPTED BY the Board on the 13<sup>th</sup> day of May 2014 by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Anthony Dannible, Clerk  
Board of Trustees

5/13/14

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**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 2013-14/30**

On the motion of Trustee \_\_\_\_\_

Duly seconded by Trustee \_\_\_\_\_

**RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA AND BUTTE COUNTIES SETTING FORTH THE BOARD'S DESIRE TO ADOPT THE FOLLOWING WITH REGARD TO TIE VOTES AT GOVERNING BOARD ELECTIONS**

**RESOLVED**, that the Marysville Joint Unified School District Board of Trustees, pursuant to Section 5016 of the Election Code, does adopt the following with regard to tie votes at Governing Board Elections:

In the event the vote of the electorate for any trustee position within this district shall result in a tie, the tie will be resolved by lot, by the Governing Board in accordance with the procedure set out in Section 5016 of the Education Code.

**PASSED AND ADOPTED BY the Board on the 13<sup>th</sup> day of May 2014 by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Anthony Dannible, Clerk  
Board of Trustees

5/13/14

**CHARTER**  
**OF THE**  
**MARYSVILLE CHARTER ACADEMY FOR THE ARTS:**  
**A CALIFORNIA PUBLIC CHARTER SCHOOL**

**5-Year Renewal**  
**(7/1/14-6/30/19)**

**1. Educational Program**

The Charter School is designed to be a secondary level school for students in grades seven through twelve. Its curriculum will emphasize instruction in literary, visual, and performing arts. Students will receive instruction in the core subject areas of English, math, science and social science as well as specialized instruction in a wide variety of the arts. Instruction in the core subject areas will be interdisciplinary, thematic and integrate the arts whenever feasible.

Instruction in all subject areas will primarily be through Project Based Learning. Project Based Learning is an innovative model for teaching and learning that focuses on the central concepts and principles of a discipline, involves students in problem-solving investigations and other meaningful tasks, allows students to work autonomously to construct their own knowledge and culminates in realistic products, demonstrations and presentations. Project Based Learning is a natural method for teaching the creative arts. Core subject areas will also be taught primarily through Project Based Learning. Assessment of students in all subject areas will focus on the products, portfolios and presentations created by students while including traditional evaluation methods when appropriate.

Students will learn to use and apply appropriate technology throughout the academic and creative arts curriculum. They will be taught how to operate computers and be expected to utilize computer applications effectively throughout their project based learning program. A student laptop computer checkout program will encourage students to be “anytime, anywhere learners.” Students will also learn how to use other appropriate technology in all classes, from hand tools to digital cameras.

High school students will be expected to identify and develop a specific area of study within the field of creative arts. They will create an academic and career plan that includes current and future studies and applications in their area of specialty. Student academic plans will include activities that extend learning beyond the walls of the classroom and into the community.

The Charter School will serve as a vehicle for school and community connection. Charter school students will be expected to participate in local artistic endeavors such as music, dance and dramatic presentations. Students will also be expected to provide service to the community in support of artistic endeavors in schools and community organizations. Local artists will be able to teach and share their expertise in all fields of art including traditional and ethnic arts. All local ethnic populations will be encouraged to participate in all aspects of the school. Strong connections with local colleges, universities, businesses and other community partners will be established for the purpose of mutual benefit.

The Charter School will create a structure and environment for students to be able to become autonomous, cooperative and creative learners, ready for the 21<sup>st</sup> century. Students will be expected to develop skills for productive work and learn how to integrate them into lifelong learning.

## **2. Measurable Pupil Outcomes**

Students of the Charter School will demonstrate the following skills upon promotion and graduation:

- **CORE ACADEMIC SKILLS**

Appropriate age or grade-level mastery of:

1. Language Arts: Students will demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression (e.g. written, oral, multimedia), with communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures.
2. Mathematics: Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry, and other mathematical subjects which the staff and Board deem appropriate.
3. History/Social Science: Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.
4. Science: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy, and earth sciences.

5. World Language: Students will gain proficiency in speaking, reading, writing, and listening comprehension in at least one language in addition to their native tongue. Students will understand key aspects of the culture, both past and present, of the second language.
6. Underlying and utilized throughout each of the above subject areas will be other core skills such as:
  - a. Critical thinking skills, e.g. problem-solving, analyzing, and applying knowledge)
  - b. The ability to effectively use technology
  - c. Creative expression through various forms of the arts, e.g. music, visual/studio arts, drama, and dance
  - d. Knowledge of pertinent issues of health and the development of physical fitness

- **LIFE-LONG LEARNING SKILLS**

Students will develop skills which will enable them to pursue their own path of learning throughout their adult lives, including:

1. Study skills and habits, e.g. note-taking, library research skills, studying strategies
2. Ability to plan, initiate and complete a project
3. Ability to reflect on and evaluate one's own and others' learning

- **SOCIAL/INTERPERSONAL SKILLS**

Students will demonstrate:

1. Strong citizenship and leadership skills by planning and implementing projects in service to the school and greater community
2. Ability collaborate and work effectively with others in cooperative groups

- **LIFE SKILLS**

Students will develop skills necessary for a healthy adult life, including:

1. Personal financial management skills, e.g. budget development, balancing check books)
2. Job readiness and career development skills, e.g. developing resumes, job internship skills



### 3. Higher education continuance skills, e.g. college applications, financial aid forms

These student exit outcomes will be further subdivided into a list of specific skills required in each of the above areas at different grade and skill levels. These specific grade and skill-level standards and graduation requirements will incorporate those included in the District board policy, administrative regulations, standards and the California State content and performance standards. The minimum course of study for a Charter School high school diploma may differ slightly from the minimum course of study for a comprehensive school diploma, as determined by board policy or district administrative regulations. Students wishing to enroll in a public university in California will have the opportunity to pursue a course of which meets the "A-F Requirements." In addition to attaining specific content area and grade/skill-level standards, students will also demonstrate their overall progress toward promotion and graduation readiness through a series of benchmark performances at various points throughout their experience at the Charter School. Benchmarks will primarily be demonstrations of knowledge thorough portfolios and public exhibitions on at least a yearly basis and acceptable performance on these benchmark portfolios will equate to completion of a senior project required by the District.

In order to best serve our students and community, the Charter School will continue to examine and refine its list of student outcomes over time to reflect the school's mission and any changes to state or local standards that support such mission. The Charter School will submit to the District board at any time prior to expiration of the charter, a description of any changes to the above student outcomes as an amendment of the charter. The District board agrees to hear and render, where appropriate an amendment decision pursuant to the timelines and processes as specified in the Education Code Section 47605(b).

The Board will set yearly performance goals for students that clearly reflect excellence and continuous progress in all areas of assessment. At a minimum, students in the Charter School will perform as well or better than students in comparable grades in the District on the SAT9 and other STAR tests required by the State of California and other performance indicators adopted by the District. Student attendance and numbers of graduates working or enrolled in college will match or exceed those for comparable grades in the District. Drop out rates will be lower than those for District students. Performance standards and assessments for students with special needs or limited English proficiency will be adapted as appropriate to their Individual Education Plans or English proficiency levels.

### **3. Methods to Assess Pupil Progress towards Meeting Outcomes**

Charter School students will be assessed in each of the **CORE ACADEMIC, LIFE-LONG LEARNING AND LIFE SKILL** areas by a combination of ongoing authentic assessments end of course tests adopted by the District, standardized tests, including the Stanford 9 Achievement Test and any appropriate District tests. Authentic assessments will include demonstrations, products, portfolios, presentations and public exhibitions. High school students will be required to complete the minimum course of study necessary for a District high school diploma, including a Senior Project, and must pass the required state proficiency or high school exit exams and any additional District assessments.

Students of the Charter School will be assessed in the **SOCIAL/ INTERPERSONAL SKILL** area upon completion of at least one community service project and at least two cooperative group projects that they have designed and implemented, documenting their work in a portfolio and presenting it for evaluation by the public in a community exhibition.

All Charter School students will demonstrate “academic mastery” in all of the core academic areas. For non-special needs and non-limited English language learners (ELL) students, “mastery” will be defined as grades of C or better on all culminating academic portfolios and exhibitions. Portfolios and exhibitions will be assessed according to schoolwide rubrics and District adopted standards, with input from teachers across all content areas and outside community members. “Mastery” for special needs and ELL students will be defined appropriately according to their Individualized Education Plans and English proficiency levels.

The following chart outlines how each exit outcome aligns with the curricula used to teach to it and how each outcome is assessed:

<b>Exit Outcomes</b>	<b>Curricula</b>	<b>Assessment</b>
Core Academic Skills	IP, SBC, CG, CI, CC	P, E, GC, DA, SST, OTA
Life-long Learning Skills	IP, SBC, CG, CI, CC	P, E, GC, DA, OTA
Social/Interpersonal Skills	IP, CG, CU, CC	P, E, GC, OTA
Life Skills	IP, SBC, CG, CI, CC	P, E, GC, OTA
<b>Key</b>	<b>IP = interdisciplinary project</b> <b>SBC = skill-building classes</b> <b>CG = cooperative group work</b> <b>CI = community internship</b> <b>CC = college classes</b>	<b>P = portfolio</b> <b>E = exhibition</b> <b>GC = graduation committee</b> <b>DA = District assessment</b> <b>SST = state standardized test</b> <b>OTA = ongoing teacher assessments</b>

#### **4. Governance Structure of the School**

The Board of the District shall serve as the Board for the Charter School. Positions on the Board shall be filled through public election in accord with state and local law. The established bylaws of the Board shall govern the rules of order, offices and officers, committees and all regular functions of the Trustees. Any new bylaws needed to effectively govern the Charter School including protecting the school's mission and vision over the long term shall be developed cooperatively with the appropriate advisory bodies of the school. In considering changes in by-laws, the Board will consider the unique needs of the Charter School and how to best meet their governance needs.

The District Superintendent, or his/her designee will be responsible for the administration of the Charter School in accordance with the board policies and administrative regulations of the District. As with all schools in the District, the Superintendent will support the unique goals and priorities of Academy and develop annual performance goals for the school in accordance with

District goals and in cooperation with the goals of the School Site Council. The Superintendent or his/her designee will be responsible for the hiring, evaluation, and/or termination of all Academy personnel.

The Charter School shall form a School Site Council that will act as the primary advisory body for the school. The School Site Council will have the responsibility for establishing, monitoring and evaluating school goals in cooperation with the District Superintendent. The members of the School Site Council will consist of three (3) parents of charter school students elected by the charter school parents; five (5) members of the charter school staff elected by the charter school staff; three (3) members of the student body elected by the student body; and the principal or director of the charter school. Upon election and constitution of the School Site Council, the members will immediately draft the bylaws by which they will operate.

The Board will be responsible for charter accountability and revision. The School Site Council will be responsible for recommending to the Superintendent and Board the selection of staff, budget development, and the school calendar subject to final approval by the Board. The School Site Council for the Charter School will also encourage parents to form a parent advisory committee to help develop and adopt a set of parent involvement policies and strategies.

The District will maintain in effect general liability insurance and Board errors and omissions insurance policies.

Civil liability effects for the District shall remain the same for the Charter School as the District's liability to other schools within the District.

The Charter School will work in cooperation with the District to ensure that a free and appropriate education is provided to all students with exceptional needs.

The school intends to function as a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services pursuant to Education Code Section 47641(b). During each school year in which the school operates as an arm of the District for special education purposes, the school shall pay to the District an amount of funding per unit of average daily attendance equal to the District's direct costs of providing special education and related services minus the District's revenues from all special education and transportation funding sources. In return, the District shall provide the school with all funding and/or services reasonably necessary to ensure that all students with exceptional needs who attend the school are provided a free and appropriate education.

The charter school and District shall annually and in good faith negotiate and enter into a written agreement to more clearly specify the desired mix of special education funding and services to be provided. The school shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code 47646(b). The school and District shall work in good faith to document the specific terms of this relationship in an annual contract or memorandum of understanding. The Charter School will be nonsectarian in its programs, admission policies, employment practices, and all other operations consistent with all board policies and administrative regulations. Furthermore, the charter school will not charge tuition nor will it discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.

## **5. Employee Qualifications**

The Charter School will retain or employ teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. These teachers will teach the core academic classes of mathematics, language arts, science, and history/social studies. These teachers will be responsible for overseeing the students' academic progress and for monitoring grading and matriculation as specified in the school's operational policies.

The Charter School may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core or non-college preparatory courses and activities. Qualifications for teachers of non-core, non-college preparatory courses will be established and approved by the Board. The Board may employ or retain non-certificated staff to provide instruction in the visual and performing arts, including but not limited to dance, music, and acting, which shall be understood to constitute non-core, non-college preparatory subjects.

The Board shall also establish qualifications for any other full-time, part-time, or temporary employee. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the Charter School's staffing plan and established board policies and administrative regulations.

## **6. Health and Safety Procedures**

The Charter School will adopt the District's health, safety and risk management policies, but may propose to the Board for adoption exceptions as

appropriate for the school. These policies, at a minimum, will address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent.
- Policies relating to the administration of prescription drugs and other medicines.
- A policy that the school will be housed in facilities that have received Fire Marshal approval and that meet uniform building code standards.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- A requirement that each employee of the school submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.

These policies will be incorporated as appropriate into the Charter School’s student and staff handbooks and will be reviewed on an ongoing basis in the Charter School’s staff development efforts and board policies.

**7. The means by which the school will achieve racial and ethnic balance among its pupils, reflective of the general population residing in the District.**

The Charter School will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance among students that is reflective of the District:

- An enrollment timeline and process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.

- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented in the District.
- Outreach meetings in several areas of the District to reach prospective students and parents.

## **8. Admission Requirements**

The Charter School will actively recruit a diverse student population from the District and surrounding areas who understand and value the school's mission and are committed to the school's instructional and operational philosophy. Admission to the school shall be open to any resident of the State of California. Prospective students and their parents or guardians will be briefed regarding the school's instructional and operational philosophy and will be given a copy or summary of the school's student-related policies.

Pupils wishing to enroll in the Charter School as 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> graders will be asked to audition and/or present a portfolio of artwork or clearly demonstrate a strong and well-defined interest in the arts.

Parents of all students will be expected to contribute a minimum number of hours of service to the school each academic year and/or take an active role in supporting the instructional process. The Board will determine the minimum number of hours required or their equivalents based on recommendations from the School Site Council.

Pupils will be considered for admission without regard to ethnicity, national origin, gender or disability. Admission of students will be administered by the Superintendent or her/his designee. In the event that the applications for enrollment in any year exceed the school's capacity, a public, random drawing will be used for admission purposes, pursuant to Education Code Section 47605.

## **9. Financial and Programmatic Audit**

The Board will be responsible for contracting for an annual audit of the financial documents and practices of the Charter School consistent with state requirements and regulations. The audit will verify the accuracy of the school's

financial statements, revenue-related data collection and reporting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. To the extent required under applicable state and federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the District. The school's audit committee will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Element 15.

The Charter School will compile and provide to the District an annual performance report. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in Element number 2 from assessment instruments and techniques listed in Element number 3.
- An analysis of whether student performance is meeting the goals specified in element number 2. This data will be displayed on a school-wide basis and disaggregated by grade level and teacher.
- A summary of major decisions and policies established by the Board during the year.
- Data on the level of parent involvement in the Charter School's governance and other aspects of the school's operations, and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the Charter School and their qualifications.
- A copy of the Charter School's health and safety policies and/or a summary of any major change to those policies during the year.
- Information demonstrating whether the Charter School implemented the means listed in charter element 7 to achieve a racially and ethnically balanced student population.
- An overview of the Charter School's admission practices during the year and data regarding the numbers of students enrolled, the number on the waiting lists, and the numbers of students expelled and/or suspended.



- Analyses of the effectiveness of the Charter School's complaint procedures and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally.

## **10. Administrative Services**

The Board and Superintendent or his/her designee shall provide and/or perform the administrative and supervisory oversight tasks and duties specified and/or necessitated by this charter. These oversight services shall include, but are not necessarily limited to, the following:

- Good faith efforts to develop any needed additional agreements to clarify or implement the charter.
- Regular review, analysis, and dialogue regarding the annual performance of the school.
- Monitoring of compliance with the terms of this charter and related agreements.
- Good faith efforts to implement the dispute resolution and related processes described in Section 15 of this charter.
- Timely and good faith review of requests to renew or amend this charter as permitted under law.
- Program and personnel supervision and evaluation.
- Management of Charter School budgets, purchasing, and other management activities.

The District agrees to allow the Charter School to separately purchase goods or services from the District or other service providers subject to the approval of the Superintendent or his/her designee. Such goods or services when provided by the District shall be made available to the charter school at cost. The specific terms and cost shall be contained in a separate, financial Memorandum of Understanding. These services and goods may include, but are not limited to, the following:

- Accounting, payroll, and fiscal support services.
- Student information, assessment, and other data processing services.

- Facilities maintenance, utilities, and groundskeeping.
- Services related to serving exceptional needs or language minority students enrolled in the charter school.
- Transportation services.
- Child nutritional services.
- Categorical programs management and grant development and compliance services.
- Legal counsel and insurance services.
- Purchasing, delivery, and warehousing services.

For any property and/or facility owned by the District that the Charter School occupies, the Charter School and District shall enter into a lease agreement.

The District agrees to promptly notify the Charter School in the event that the District vacates existing space that may be appropriate for instructional purposes.

If the Charter School leases any property not owned by the District, the Charter School and the District will enter into a separate written agreement addressing the purchase of goods and/or services.

## **11. Pupil Suspension and Expulsion**

The Charter School will adopt the board policies and administrative regulations of the District related to pupil suspension and expulsion. These policies will be printed and distributed as part of the Charter School's student handbook and will clearly describe the Charter School's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. Any student who engages in repeated violations of the Charter School's behavioral or academic expectations will be required to attend a meeting with the school's staff and the student's parent or guardian. The Charter School will prepare a specific, written remediation agreement outlining future student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion. The Superintendent or his/her designee may, pursuant to the Charter School's adopted policies, discipline and ultimately suspend students who fail to comply with the terms of a remediation agreement.

Students who habitually fail to comply with Charter School policies and/or present an immediate threat to health and safety may also be suspended and later expelled by the Board upon recommendation of the Superintendent or his/her designee. Prior to expulsion, students will be accorded due process unless the student's conduct presents an immediate threat to the health or safety of others. The Charter School will notify the District of any expulsions and will include suspension and expulsion data in its annual performance report.

## **12. Retirement System**

The Charter School will participate in the retirement programs provided for certificated and classified employees of the District, including STRS, PERS, and federal social security. The Charter School shall pay the District the amount of retirement contributions paid on behalf of Charter School employees.

## **13. Attendance Alternatives**

Students who opt not to attend the Charter School may attend other District schools, if they are a resident of the District, or pursue an Interdistrict transfer in accordance with existing enrollment and transfer policies of their District or county of residence.

## **14. Description of Employee Rights**

Charter School employees will be provided all of the rights and responsibilities of employees of the District. Employees will also be represented by employee organizations representing those positions in the District and will be covered by those employee-employer agreements with provision for addendums specific to the charter school.

District employees will lose no employment rights when coming to work or leaving the Charter School to work at another District school. When an employee chooses to leave the Charter School, he or she will do so in the manner described in the applicable collective bargaining agreement. When an employee who is hired by the Charter School leaves the Charter School, his/her return rights to the District will be pursuant to the applicable collective bargaining agreement.

## **15. Dispute Resolution Process, Oversight, Term, and Renewal**

### **• Intent**

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the Charter School's policies, (2) minimize the oversight

burden on the District, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

- **Public Comments**

The staff, Board, and the District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. All parties shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

- **Disputes Arising from within the School**

Disputes arising from within the Charter School, including all disputes among and between students, staff, parents, volunteers, advisors, and partner organizations shall be resolved pursuant to policies and processes developed by the Charter School and approved by the Board.

The District shall refer any complaints or reports regarding such disputes to the Superintendent or his/her designee for resolution pursuant to the Charter School's policies.

- **Disputes between the School and the District**

In the event that the school or granting agency have disputes regarding the terms of this charter or any other issue regarding the school and grantor's relationship, both parties agree to follow the process outlined below.

In the event of a dispute between the Charter School and the grantor, the staff members of the Charter School and District agree to first frame the issue in written format and refer the issue to the Superintendent. In the event that the grantor believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Superintendent shall informally meet with the Charter School Site Council and staff members to confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members who shall jointly meet with the Superintendent, staff members and the Charter School Site Council and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, a third party arbitrator will be appointed to adjudicate the issue. The format of the arbitration session shall be developed by the arbitrator, and shall incorporate informal rules of evidence and procedures unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be

non-binding, unless the Charter School Site Council and District jointly agree to bind themselves.

- **Oversight, Reporting, Revocation, and Renewal**

The District may inspect or observe any part of the Charter School at any time. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the consent of the Charter School Site Council.

If the Board believes it has cause to revoke this charter, the Board agrees to notify the Charter School in writing, noting the specific reasons for which the charter may be revoked, and grant the Charter School reasonable time to respond to the notice and take appropriate corrective action. Cause to revoke the charter shall include, but not be limited to, the following:

- Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- Failed to meet or pursue any of the student outcomes identified in the charter.
- Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.
- Violated any provision of law.
- Any other reason identified in the charter or Charter School related documents.

The Charter School and District agree to work together to accomplish all tasks necessary to fully implement this charter, including, but not limited to, the submission of any necessary and duly-prepared waiver requests to the State Board of Education.

The District agrees to receive and review the annual fiscal and programmatic audit and performance report as specified in Element 9. Within two months of the receipt of this annual review, the District must notify the Charter School as to whether it considers the Charter School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the District's conclusions. If, in its review of the Charter School's annual report, the District determines that the Charter School is not making satisfactory progress towards its charter's goals, the Charter School will be provided with a specific listing and description of any areas of concern.

If, in its review of each of the Charter School's annual report, the District determines that the Charter School is making satisfactory progress towards its goals, the charter, and any mutually-agreeable amendments, may be renewed for a term of five years.

The terms of this charter contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the District and the Charter School. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Any amendments to this charter shall be made by the mutual agreement of the Charter School and the District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

The term of this charter shall begin on July 1, 2009 and expire June 30, 2014.

## **16. Labor Relations**

The District shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Education Employment Relations Act. Specific employee rights, policies, and practices will be developed by the Board and adopted as the Charter School's employee policies. Such policies will be the same as, or consistent with District policies and administrative regulations. Employees will be required to be members of the exclusive bargaining agent for the classification in which they serve.

## **17. General Requirements**

In addition to the above elements, the Charter School agrees to meet the following general requirements:

- All provisions of Education Code Section 47612.5 in regards to minimum instructional minutes, attendance records, and independent study laws.
- All provisions of Education Code Section 47610 with regards to establishing a minimum age for public school attendance.
- To insure the educational and financial viability of the Charter School, the minimum number of students to be enrolled must be at least seventy five (75). In the event enrollment falls below seventy five (75) students for two consecutive attendance months, the District may terminate the charter. If in any school year, the Average Daily Attendance falls below seventy (70) students, the District will also have the option of terminating the charter.

- The Charter School shall review student enrollment and attendance monthly and make appropriate budget adjustments to reflect any changes.
- The Charter School elects to be funded on the block grant funding model for general purpose and categorical purposes pursuant to Education Code Section 47634.
- The Charter School may not extend the faith and credit of the District to any third person or entity and may not contractually bind the District with any third party without prior Board approval.



**FINANCIAL MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND**  
**THE MARYSVILLE CHARTER ACADEMY FOR THE ARTS**

**I. RECITALS**

**A. CHARTER GRANTED TO MARYSVILLE CHARTER ACADEMY FOR THE ARTS**

The Board of Trustees of the Marysville Joint Unified School District (hereinafter "District") granted a charter to the Marysville Charter Academy for the Arts (hereinafter "Charter School" or "MCAA") on 4/18/00, and a renewal on 2/10/09 pursuant to the terms of the Charter Schools Act of 1992, as amended. This charter, among other matters, calls for the District and Charter School to enter into a mutually-agreeable memorandum of understanding regarding the funding entitlements of the charter pursuant to Education Code Section 47612.

**B. PURPOSE OF THIS MEMORANDUM**

This Memorandum of Understanding outlines the specific funding sources anticipated to be available to the Charter School and the specific terms under which the District will claim funding entitlements on behalf of the Charter School and make such funding available to the Charter School. This Memorandum also outlines the District services to be provided to the Charter School and the cost of these services.

**C. TERM**

This Memorandum is effective July 1, 2009. The Charter School and District intend to use this Memorandum as the basis for developing similar understandings in future fiscal years. This Memorandum will extend automatically for additional fiscal years, unless the District or MCAA requests revisions. This memorandum can be terminated with 6 (six) months written notice, prior to any June 30<sup>th</sup>.

**II. DEFINITIONS**

**A. AVERAGE DAILY ATTENDANCE**

"Average daily attendance" shall mean the attendance of Charter School pupils while engaged in educational activities required of them by the charter, as defined in Education Code Section 47612, and in Section 11960, Article 1, Subchapter 19, Title V, of the California Administrative Code of Regulations.



### III. FUNDING SOURCES

#### A. ANTICIPATED FUNDING SOURCES AND AMOUNTS

Estimated revenue sources by program are: Revenue Limit Block Grant, State Categorical Block Grant, Federal Title II, Federal Title IV, Federal Title VI, Lottery, State Staff Development Reform, grants and fundraisers. Specific funding sources anticipated to be available to the Charter School are based on the best available estimates as of the time this Memorandum was prepared. These funding sources include those sources specified in the Charter School Schools Act of 1992 (Charter School Act). These sources include funding not specifically addressed in the Charter School Act, but which the District may and has agreed to share with MCAA.

The District agrees that these sources of funding are anticipated to be available to MCAA, pursuant to the assumptions listed below.

#### B. REVENUE LIMIT AND CATEGORICAL BLOCK GRANT FUNDING

The Charter School elects to receive its revenue limit and State categorical funds through the block grant method established by AB 1115 (Ch. 78, St. 1999). The Charter School further elects to receive its block grant funds through the District.

#### C. CATEGORICAL FUNDING SOURCES OUTSIDE BLOCK GRANT

It is anticipated that the Charter School may qualify for funding from the following sources that are not funded through the block grant. The Charter School will meet with appropriate staff of the District after identifying whether the Charter School is eligible for funding from these sources and mutually determine an appropriate amount of funding or services to be added to the Charter School's entitlements. Such entitlements will be similar to allocations and/or services to other District schools.

##### State Sources Outside Block Grant

After School Programs  
Certificated Employee Performance Awards  
Digital High School  
Economic Impact Aid  
Staff Development Reform  
Summer School and Hourly Programs

##### Federal Sources Outside Block Grant

Federal Class Size Reduction  
Title I, Compensatory Education  
Title II, Math and Science  
Title IV, Safe and Drug Free Schools  
Title VI, Innovative Programs

#### D. OTHER FUNDING SOURCES

The Charter School will receive funding from the California State Lottery with the understanding that the per-ADA amounts owing can vary depending on the receipts of the California State Lottery and other factors.

The Charter School may receive funding from new or "one-time" restricted funding sources available to schools or school districts provided by the State of California in the State Budget Act and/or related legislation to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure additional funds.

The Charter School will make reasonable efforts to procure funds from grants and fundraisers, after consulting with District categorical or fiscal staff.

#### IV. DISTRICT SERVICES

The District has agreed to provide the following administrative, supervisory oversight, and support services to the Charter School, as outlined in Element 10 of the charter: Accounting, Payroll, and Fiscal Support; Student Information, Assessment, and Data Processing Services; Facilities Maintenance, Utilities and Grounds keeping (if Charter School occupies a District owned facility); Home to School Transportation; Categorical Programs Management, Grant Development, Compliance Services; Legal Counsel (except for fees and costs incurred in arbitration under Element 15, which will be shared equally between District and Charter School); Insurance and Risk Management Services; Purchasing, Delivery, and Warehousing Services. Instructional Administration, Instructional Media, Personnel Services, and Pupil Services will also be provided.

The cost of these services will be determined by using the support cost per allocated unit from the prior year unaudited actual financial results, SACS format. Allocated support and indirect cost rates will be used to charge the Charter School for the subsequent school year. The cost of these services shall be deducted tenthly from the September through June payments, or by other mutually acceptable methods, due to the Charter School.

<u>Category</u>	<u>Cost Per Unit</u>
Instructional Administration	per Teacher Full Time Equivalent (FTE)
Instructional Media	per Teacher FTE
Pupil Services	per Teacher FTE
Maintenance & Operations	per Classroom Unit of District Property
Home to School Transportation	per Student Transported
District Administration	of the Operating Expenditures of the Charter School (excludes Capital Outlay and Other Outgo)

As an alternative calculation, and by mutual consent, MCAA will pay 20% of total expenditures for the above described services.

The Nutritional Services Department (NSD) will offer National School Lunch and School Breakfast to students enrolled in the Charter School. Meal service will be available through Marysville High School at the regularly scheduled meal times, at the regular high school prices. Free and Reduced Price Meal Applications will be made available to all students throughout the school year. Completed applications will be submitted to the NSD for approval. Students will pay full price for meals until their application has been approved. Charging (buying meals on credit) will not be permitted. The NSD will collect monies and claim all meals for reimbursement under the National School Lunch, School Breakfast, and State Meals Programs.

If the Charter School leases a facility not owned by the District, the Charter School and District will enter into a separate written agreement addressing the purchase of goods and/or services.

Transportation costs for field and activity trips will be charged at the same hourly or per mile rate charged to other District schools.

District will pay cost of tuberculosis clearance and fingerprint processing for Charter School employees, but not for Charter School independent contractors.

## **V. SPECIAL EDUCATION**

The Charter School intends to function as a public school of the District for purposes of providing special education and related services, pursuant to Element 4 of the charter. The Charter School shall pay the District an amount of funding per unit of average daily attendance equal to the District's direct costs of providing special education and related services minus the District's revenues from all special education funding sources. In return, the District shall provide the Charter School with all funding and/or services reasonably necessary to ensure that all Charter School students with exceptional needs are provided a free and appropriate education.

If the District and MCAA agree that MCAA will pay 20% of the total expenditures to the District, MCAA will not be required to pay additional funds for Special Education services unless specifically agreed to by both parties.

## **VI. CASH FLOW AND TRANSFER**

The District shall transfer funds monthly for the amounts due as shown in the proposed cash flow schedule. The monthly amount due may be adjusted by mutual agreement pursuant to the adjustment and reconciliation process as described below.

## **VII. ADJUSTMENTS AND RECONCILIATION**

Estimates of amounts due to the Charter School are based on the current best information available. Either the Charter School or the District may call at any time for a meeting to discuss adjustments to or reconciliation of these figures whenever there is reason to believe that these estimates are not reflective of actual amounts owing. Such a meeting shall in any case occur at least once before April 30<sup>th</sup>, at which time the Charter School shall present its best estimate of funds owing through the remainder of the fiscal year. In the event that it is found that the actual amounts owing are in excess of or lower than the amounts currently shown, any difference shall be prorated across the amounts due during the remaining months of the fiscal year.

## **VIII. DATA REPORTING**

### **A. AVERAGE DAILY ATTENDANCE**

The Charter School will use the District developed attendance reporting calendar and system to record and account for average daily attendance (ADA). The Charter School will report ADA figures to the District as requested. The Charter School will maintain contemporaneous written ADA records and make these records available for inspection and audit. The District will report ADA data to the Yuba County Office of Education and/or California Department of Education as necessary to enable the Charter School to receive the funding specified in this Memorandum. The Charter School shall notify the District Assistant Superintendent, Business Services if, during any month, actual ADA falls more than 10 percent below estimated ADA.

### **B. CALIFORNIA BASIC EDUCATION DATA SYSTEM (ENROLLMENT)**

The Charter School shall also obtain a CDS code number for the Charter School from the California Department of Education and complete and submit enrollment and other necessary demographic information to the California Basic Education Data System (CBEDS).

### **C. OTHER DATA**

The Charter School shall also obtain and work cooperatively to supply to the District in a timely and accurate fashion any other information necessary to enable the District to calculate the Charter School's entitlement to all available funding sources.

## **IX. BUDGET AND FINANCE**

The District may request, and the Charter School shall, if requested by the District, prepare and submit the following financial information to the District:

- A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on reasonable assumptions by April 10 prior to the beginning of the subsequent fiscal year.
- The Charter School will have access to and must use the District financial reporting system for accounting, budgeting, purchasing, and related needs.
- District may develop periodic financial reports for the Charter School, which will be reviewed with the Charter School administrator. Such reports shall display anticipated revenues and expenditures as compared with actual figures to date and projected year-end figures, by major category of revenue and expenditure.
- Charter School will review student enrollment and attendance monthly, as well as monitoring the expenditures monthly, and initiate appropriate budget adjustments to reflect any changes.

## **X. AUDIT**

The District shall cause to be prepared an audit of the financial transactions of the Charter School each year pursuant to the terms specified in the charter. Cost of the audit is included under District Services.

## **XI. CONSTRUCTION AND SEVERABILITY**

### **A. AMENDMENTS**

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

### **B. SEVERABILITY**

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

### **C. WAIVER**

None of the provisions of this Memorandum shall be considered waived unless such waiver is specified in writing.

### **D. GOVERNING LAW**

This memorandum will be governed by the laws of the State of California.

## **XII. NOTIFICATIONS**

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at:

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

To Charter School at:

Marysville Charter School Academy for the Arts  
1917 B Street, Marysville, CA 95901  
Attn: John Pimentel, Principal

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below.

Dated: 2/10/09

BY Gay Todd

Dr. Gay Todd, Superintendent, Marysville Joint Unified School District

- Dated: 2/10/09

BY John M. Pimentel

John Pimentel, Principal, Marysville Charter School Academy for the Arts

2/10/09

# Marysville Joint Unified School District

## Resolution 2013-14/31

### **ADOPT DEVELOPMENT FEES ON RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT TO FUND THE CONSTRUCTION OR RECONSTRUCTION OF SCHOOL FACILITIES**

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter “fee” or “fees”), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter “development”), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board “SAB” and to become effective at its January meeting; and

WHEREAS, the SAB at its January 22, 2014 meeting, set the maximum fee to \$3.36 per square foot for residential development and to \$0.54 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are a decrease/ increase of what is currently being collected by Marysville Joint Unified School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.
2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;

B. The construction or reconstruction of school facilities is necessary to mitigate student overcrowding which exists, or is projected to exist in the District, for the following reasons:

(1) New residential, commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children;

(2) Additional students projected from new development may exceed the capacity of existing school facilities although the District is fully utilizing all existing school facilities to the extent deemed educationally feasible;

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without maintaining existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the increasing student population.

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(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District;

D. The District has no, or limited revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed;

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees;

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of \$3.36 per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of \$0.54 per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2), except for Rental Self-Storage projects in which a fee of \$0.14 per square foot is justified.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase, lease or lease-purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to

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certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or his designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution.

11. The Superintendent or his designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees,

and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential, commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

**APPROVED, PASSED, AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 13<sup>th</sup> day of May 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent  
*Secretary - Board of Trustees*

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Frank J. Crawford  
*President - Board of Trustees*

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# Marysville Joint USD

## Board Policy

### Physical Education

BP 6142.7

#### Instruction

The Board of Education recognizes the positive benefits of physical activity for student health and academic achievement. The Board desires to provide an activity-focused physical education program that supports the district's coordinated student wellness program, builds interest and proficiency in movement skills, and encourages students' lifelong fitness through physical activity. Besides promoting high levels of personal achievement and a positive self-image, physical education activities should teach students how to cooperate in the achievement of common goals.

- (cf. 5030 - Student Wellness)
- (cf. 5121 - Grades/Evaluation of Student Achievement)
- (cf. 6142.8 - Comprehensive Health Education)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6146.1 - High School Graduation Requirements)
- (cf. 6146.11 - Alternative Credits Toward Graduation)

The Board shall approve the components of the physical education program. The district's program shall be aligned with state model content standards and curriculum frameworks for physical education and shall include a variety of kinesthetic activities, including team and individual sports, as well as aesthetic movement forms, such as dance. **The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.**

- (cf. 6011 - Academic Standards)
- (cf. 6143 - Courses of Study)

An appropriate alternative activity or exemption from the physical education class shall be provided for a student with disabilities in accordance with his/her individualized education program or Section 504 accommodation plan.

- (cf. 6159 - Individualized Education Program)
- (cf. 6164.6 - Identification and Education Under Section 504)

Physical education staff shall appropriately limit the amount or type of physical exercise required of students during air pollution episodes, hot weather, or other inclement conditions.

- (cf. 3516 - Emergencies and Disaster Preparedness Plan)

Continuing professional development shall be offered to physical education teachers and to classroom teachers serving as instructors of physical education in order to enhance the quality of instruction and the variety of activities offered.

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5, 7, and 9. (Education Code 60800)

The Superintendent or designee shall annually report to the Board the results of the physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241 as described below, and any other data agreed upon by the Board and the Superintendent or designee to evaluate the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

The Superintendent or designee shall report the aggregate results of the physical performance testing in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

There are three distinct and separate exemptions available under Education Code 51241. Each exemption is described below.

1. Temporary:

The governing board of a school district or the office of the county superintendent of schools of a county may grant temporary exemption to a pupil from courses in physical education, if the pupil is one of the following:

- a. Ill or injured and a modified program to meet the needs of the pupil cannot be provided.
- b. Enrolled for one-half, or less, of the work normally required of full-time pupils."  
(Education Code 51241 (a) (1) (2))

2. Two-year:

The governing board of a school district or the office of the county superintendent of schools of a county, with the consent of a pupil, may grant a pupil an exemption from courses in physical education for two years any time during grades ten to twelve, inclusive, if the pupil has

met satisfactorily any five of the six standards of the physical performance test administered in grade nine pursuant to Education Code 60800." (Education Code 51241(b) (1))

Note that the standards are found on the PFT Administrative Documents Web page [FITNESSGRAM Healthy Fitness Zones (HFZ)].

3. Permanent:

"The governing board of a school district or the office of the county superintendent of a county may grant permanent exemption from courses in physical education if the pupil complies with any one of the following:

- a. Is 16 years of age or older and has been enrolled in the 10th grade for one academic year or longer.
- b. Is enrolled as a postgraduate pupil.
- c. Is enrolled in a juvenile home, ranch, camp, or forestry camp school where pupils are scheduled for recreation and exercise pursuant to the requirements of 15 CCR 4346 (Education Code 51241(b) (1) (2) (3))

(cf. 6145.2 - Athletic Competition)

Legal Reference:

EDUCATION CODE

33126 School accountability report card  
33350-33354 CDE responsibilities re: physical education  
35256 School accountability report card  
49066 Grades; physical education class  
51210 Course of study, grades 1-6  
51220 Course of study, grades 7-12  
51222 Physical education  
51223 Physical education, elementary schools  
51241 Temporary or permanent exemption from physical education  
51242 Exemption from physical education for athletic program participants  
52316 Excuse from attending physical education classes  
60800 Physical performance test

CODE OF REGULATIONS, TITLE 5

1040-1048 Physical performance test  
3051.5 Adapted physical education for individuals with exceptional needs  
10060 Criteria for high school physical education programs

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

1751 Note Local wellness policy  
ATTORNEY GENERAL OPINIONS  
53 Ops.Cal.Atty.Gen. 230 (1970)

Management Resources:

CSBA PUBLICATIONS

Physical Education and California Schools, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

0418.89 Physical Education, April 18, 1989

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 1996

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

School Idea and Resource Mini Kit, 2000

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>

California Department of Health Services, School Health Connections:

<http://www.dhs.ca.gov/ps/cdic/shc/default.htm>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

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

Educational Data System, California physical fitness:

<http://www.eddata.com/projects/current/cpf>

FITNESSGRAM, Cooper Institute: <http://www.fitnessgram.net>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sports and Physical Education: <http://www.aahperd.org/naspe>

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

National School Boards Association: <http://www.nsba.org>

The California Endowment: <http://www.calendow.org>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: April 14, 2009



# Marysville Joint USD

## Board Policy

### Uniform Complaint Procedures

BP 1312.3

#### Community Relations

The Board of Education recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate **and seek to resolve any** complaints alleging failure to comply with such laws and/or alleging discrimination, **harassment, intimidation, or bullying in** ~~and shall seek to resolve those complaints~~ in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination, **harassment, intimidation, or bullying in district programs and activities** against any protected group as identified under Education Code 200 and 220, **Penal Code 422.55, or** ~~and~~ Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

(cf. 0410 – Nondiscrimination in District Programs and Activities)

(cf. 4030 – Nondiscrimination in Employment)

(cf. 4031 – Complaints Concerning Discrimination in Employment)

(cf. 5131.2 – Bullying)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harrassment)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging **the**

**district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in Adult Basic Education, Migrant Education, Vocational Education, Special Education Programs, Title I Programs, Education for English Language Learners, Individualized Education Program, Free and Reduced Price meals, Consolidated Categorical Aid Programs, Child Care and Development Programs, Child Nutrition Programs, Comprehensive Safety Plans, Complaints Concerning Discrimination in Employment, and Unlawful discrimination based on age, sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance.**

**(cf. 0450 – Comprehensive Safety Plan)**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

**(cf. 3260 – Fees and Charges)**

**(cf. 3320 – Claims and Actions Against the District)**

(cf. 3553 - Free and Reduced Price Meals)

**(cf. 3555 – Nutrition Program Compliance)**

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

**(cf. 6178.1 – Work-Based Learning)**

**(cf. 6178.2 – Regional Occupational Center/Program)**

(cf. 6200 - Adult Education)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments **and deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both of the high school exit examination** shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination, **harassment, intimidation, or bullying** complaints shall be investigated in a manner that

protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125 - Student Records)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32289 School safety plan, uniform complaint procedure  
35186 Williams uniform complaint procedure  
**37254 Intensive instruction and services for students who have not passed exit exam**  
41500-41513 Categorical education block grants  
48985 Notices in language other than English  
**49010-49013 Student fees**  
49060-49079 Student records  
49490-49590 Child nutrition programs  
52160-52178 Bilingual education programs  
52300-52490 Career-technical education  
52500-52616.24 Adult schools  
52800-52870 School-based coordinated programs  
54000-54028 Economic impact aid programs  
54100-54145 Miller-Unruh Basic Reading Act  
54400-54425 Compensatory education programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
56000-56867 Special education programs  
59000-59300 Special schools and centers  
64000-64001 Consolidated application process

##### GOVERNMENT CODE

**11135 Nondiscrimination in programs or activities funded by state**  
**12900-12996 Fair Employment and Housing Act**

##### PENAL CODE

**422.55 Hate crime; definition**

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

Policy MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

adopted: March 11, 2008 Marysville, California

revised: April 22, 2008

revised: May 13, 2014

# Marysville Joint USD

## Administrative Regulation

### Williams Uniform Complaint Procedures

AR 1312.4

#### Community Relations

##### Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

##### 1. Textbooks and instructional materials

- a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A pupil does not have access to textbooks or instructional materials to use at home or after school.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

##### 2. Teacher vacancy or misassignment

- a. A semester begins and a teacher vacancy exists.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

### 3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. (Education Code 35292.5)

### 4. High school exit examination intensive instruction and services

A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)

(cf. 6162.52 - High School Exit Examination)  
(cf. 6179 - Supplemental Instruction)

#### Filing of Complaint

A complaint alleging any condition(s) specified ~~above~~ **in items # 1-3 above** shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

**A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall immediately forwarded to the Superintendent or designee. (Education Code 35186)**

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Board of Education at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

## Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

## Forms and Notices

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. **However, complainants need not use the district's Williams complaint form in order to file a complaint.** (Education Code 35186)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

## Legal Reference:

### EDUCATION CODE

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School Accountability Report Card

35186 Williams uniform complaint procedure

35292.5 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

### CODE OF REGULATIONS, TITLE 5

4600-4671 Uniform complaint procedures, especially:

4680-4687 Williams complaints

## Management Resources:

### WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

## Regulation MARYSVILLE JT. UNIFIED SCHOOL DISTRICT

approved: March 11, 2008 Marysville, California

revised: April 8, 2008

revised: May 13, 2014



UCP Policies and Procedures approved by Governing Board on \_\_\_\_

**UNIFORM COMPLAINT PROCEDURES (UCP)**

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

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

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

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

**A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's guardians, in violation of state codes and constitutional provisions which require educational activities to be proved free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including but not limited to, curricular and extracurricular activities.**

**A pupil fee includes, but is not limited to, all of the following:**

- **A fee charged to a pupil as a condition for registering for a school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.**
- **A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.**
- **A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.**

This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics **such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, national origin, race or ethnicity, religion, sex, sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics,** in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

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

**UCP Policies and Procedures approved by Governing Board on \_\_\_\_**

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

The responsibilities of the Marysville Joint Unified School District

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

**In regards to complaints of noncompliance with laws relating to pupil fees, if Marysville Joint Unified School District, finds merit in a complaint a remedy will be provided to all affected pupils, parents and guardians, that, where applicable, will include reasonable efforts by Marysville Joint Unified School District to ensure full reimbursement to all affected pupils, parents and guardians.**

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

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

Name or Title: Assistant Superintendent/ Personnel Services or designee

Address: 1919 B Street, Marysville CA 95901

Phone Number: (530) 749-6144

We ensure that the person above, who is responsible and/or investigates, is knowledgeable about laws/programs that he/she is assigned to investigate. **Complaints of noncompliance with laws relating to pupil fees are filed with a principal of a school.**

We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process **regarding an alleged violation by a local agency of federal or state law or regulations governing educational programs including allegations of unlawful discrimination, harassment, intimidation, bullying, and noncompliance with laws relating to pupil fees. The UCP Annual Notice will be disseminated to all of the six required groups each year and will include information on how to appeal to the CDE.** ~~including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year.~~

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

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

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

**UCP Policies and Procedures approved by Governing Board on \_\_\_\_**

Filing a complaint with the Marysville Joint Unified School District

Except for Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, and individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program. **A complaint of noncompliance with laws relating to pupil fees may be filed with the principal of a school under the Uniform Complaint Procedures and may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.**

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying shall be initiated by filing a complaint no later than six months from the date of the alleged obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying **occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying.**

The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by the superintendent or his/her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

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

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

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

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

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

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

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

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,

**UCP Policies and Procedures approved by Governing Board on \_\_\_\_**

- (vi) notice of the complainant's right to appeal our LEA Decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

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

State and Federal Laws cited:

1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
2. California Code of Regulations [CCR] Title 5 §§ 4600-4687
3. California Code of Regulations [CCR] Title 5 § 4610(b)
4. California Code of Regulations [CCR] Title 5 § 4622
5. California Code of Regulations [CCR] Title 5 §§ 4630-4631
6. California Education Code [EC] §§ 200, 220, 262.3
7. California Education Code [EC] §§ 234-234.5
8. California Education Code [EC] § 35186
9. **California Education Code [EC] §48985**
10. **California Education Code [EC] §§49010-49013**
9. 11. Government Code [GC] §§ 11135, 11138
12. **California Penal Code (PC) §422.55**

**INITIAL PROPOSAL**  
**from the**  
**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**  
**to the**  
**MARYSVILLE UNIFIED TEACHERS ASSOCIATION**  
*for a Successor Agreement*

The Marysville Joint Unified School District ("District") and the Marysville Unified Teachers Association ("MUTA" or "Association") are parties to a collective bargaining agreement ("CBA") that expires June 30, 2015. The District presents the following initial proposal pursuant to the EERA and the CBA between the District and MUTA.

- A. ARTICLE I: THE AGREEMENT
- B. ARTICLE VIII: HOURS OF EMPLOYMENT
- C. ARTICLE XV: SALARY

**CONTRACT NEOGOTIATIONS PROPOSAL FOR 20013/2014  
BETWEEN  
MARYSVILLE JOINT UNION SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 326**

MJUSD  
Personnel Dept.  
APR 28 2014

**RECEIVED**

**COMPENSATION**

Propose that all classified employees receive a fair and equitable increase to their Salary Schedule.

Propose the restoration of 6 hour special ed positions

Propose the addition of another longevity step

Increase the pay when a teacher is out of the classroom from 25% to 50%

**HEALTH BENEFITS**

Propose that the District fully fund any increase in cost towards classified employees family health and welfare benefits.

Propose that the definition of fulltime employee be 3.5 hours

**ARTICLE 6 LEAVES OF ABSENCE**

Propose the addition of an additional discretionary day

Propose increasing bereavement leave from four (4) to five (5) days.

Propose the addition of aunt and uncle to immediate family under bereavement leave.

Propose increasing the number of days for Association President *or his/her designee* from ten (10) to fifteen (15).

Propose the addition of language allowing leave for new employee orientation between new CSEA employees and a designated CSEA member.

Propose that the District pay for four (4) members to attend the annual CSEA Para Educator Conference

## **CONTRACTING OUT**

Propose a new Article dealing with Contracting out Classified work

Date: 4-22-14



Rhonda Conine, President  
CSEA #326

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION 2013-14/32**

***Classified School Employees Appreciation Week***

**WHEREAS**, classified school employees provide valuable services to the schools and students of the Marysville Joint Unified School District; and

**WHEREAS**, classified school employees contribute to the establishment and promotion of a positive instructional environment in the schools and to students of the Marysville Joint Unified School District; and

**WHEREAS**, classified school employees serve a vital role in providing for the welfare and safety of the Marysville Joint Unified School District's students; and

**WHEREAS**, classified school employees employed by the Marysville Joint Unified School District strive for excellence in all areas relative to the educational community; and

**THEREFORE, BE IT RESOLVED**, that the Marysville Joint Unified School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Marysville Joint Unified School District and declares the week of May 18 through May 24, 2014, as Classified School Employee Week in the Marysville Joint Unified School District.

***Passed and Adopted this 13<sup>th</sup> day of May 2014 by the following vote:***

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent  
*Secretary - Board of Trustees*

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Frank J. Crawford  
*President - Board of Trustees*