

Marysville Joint Unified School District

2014-15 LEA Plan Addendum

Prior to 2014-15, the MJUSD's budget and Local Education Agency (LEA) Plan were aligned but adopted independently. In 2014-15, California instituted the new Local Control Accountability Plan (LCAP) which requires the LEA Plan be included with the LCAP when adopted. Included in the MJUSD LCAP are the Elementary and Secondary Education Act Title III Plan Overview and the Annual Budget Updates for 2014-15 as defined in the English Learner Master Plan (approved 2/27/15).

§ 15497. Local Control and Accountability Plan (LCAP) and Annual Update.

Introduction:

LEA: Marysville Joint Unified School District

Contact Gay S. Todd, Ed.D. , Superintendent, gtodd@mjusd.com,

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LCAP Year: 2014-15

MJUSD LCAP Adopted
6/24/14 board meeting
9/23/14 Revised (pg. 7 & 21)

Local Control and Accountability Plan (LCAP) and Annual Update

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
#1. DISTRICT LEVEL INPUT: <ul style="list-style-type: none"> •Special Board Study Open Session held 1/14/14- Topic: Common Core State Standards/LCAP/LCFF. •2/19/14- Collective Bargaining Units (initial meeting). •3/12/14- Collective Bargaining Units (review their input). • Superintendent Reports to the MJUSD Board of Trustees at regular board meetings. 	#1. DISTRICT LEVEL IMPACT: <ul style="list-style-type: none"> •The MJUSD Board of Trustees attended the annual CSBA conference in December 2013 with a focus on learning all about Common Core State Standards (CCSS), Local Control Funding Formula (LCFF), and the Local Control and Accountability Plan (LCAP). •The special board meeting provided the forum for an open dialogue with the MJUSD Management Team and representatives of our teacher's union (MUTA) regarding the impact of the new CCSS and the LCFF on our district. •The two meetings with our Collective Bargaining Units was an opportunity to request and review input from each unit individually and collectively.
#2. COMMUNITY LEVEL INPUT:	#2. COMMUNITY LEVEL IMPACT:

Involvement Process	Impact on LCAP
<p>MJUSD held the following community LCAP input meetings:</p> <ul style="list-style-type: none"> •1/23/14- District Advisory Committee (DAC). •2/26/14 - Community Input at McKenney Intermediate School. •2/27/14- Community Input at Yuba Gardens Intermediate School. •3/05/14- District English Learner Advisory Committee (DELAC). •Question and Answer period began each community input session with Superintendent and Executive Director of Educational Services. •Online Parent/Staff/Community survey window open from 2/21/14-4/4/14 in English, Hmong, and Spanish for input on LCAP. <p>#3. COMMUNICATION REGARDING LCAP PROCESS:</p> <ul style="list-style-type: none"> •SchoolMessenger from Superintendent on 2/21/14 asking parents to attend input meetings and complete the online survey (9,886 calls were made). Calls were sent out in English, Hmong, and Spanish based on the Home/Language Survey of each student. •Flier for LCAP Community Input sessions sent home with students in English, Hmong, and Spanish on 2/20/14. •MJUSD Fact Sheet with specific programs and/or initiatives regarding the SBE eight priorities was available at each of the community input sessions. <p>#4. SURVEY DATA:</p> <ul style="list-style-type: none"> •Online LCAP survey (www.mjUSD.com) in English, Hmong, and Spanish. •Hard copies of online survey were available at school sites in English, Spanish, and Hmong for those households without internet service. •School Newsletters advertised online survey. <p>Final Steps for Board Approval of LCAP:</p> <ul style="list-style-type: none"> •Shared first draft of LCAP with DAC on 5/21/14. •Shared draft with Site Principals and AP on 5/29-30/2014. •First draft of LCAP made available on district website and at school sites for public review on 5/23/14. •LCAP revisions completed and Superintendent's written response to comments posted on 6/04/14. •Special Board meeting to present final draft and hold public hearing on 6/17/14. •LCAP and budget adopted by Board of Trustees on 6/24/14. 	<ul style="list-style-type: none"> •Each of the input meetings was well attended by parents, students, and community members. •A carousel activity had participants moving to three different charts (Engagement, Conditions of Learning, & Learning Outcomes) where they posted Commendations and Areas for Growth. •All suggestions were first sorted by categories, then listed in a second document under one of the Eight SBE Priorities. Copies of both reports of the collected data were posted on the MJUSD website. <p>#3. COMMUNICATION IMPACT REGARDING LCAP:</p> <ul style="list-style-type: none"> •Parents, school site staff, and community members had multiple opportunities to submit their recommendations through a variety of mediums. As such, there was an excellent turn out at the DAC meeting, DELAC meeting, the two Community Input sessions, and responses via the online survey. •The SchoolMessenger calls, fliers regarding the community input sessions, and the online survey were done in one of our three primary languages spoken in the district. (English, Hmong, and Spanish) <p>#4. IMPACT OF SURVEY DATA:</p> <ul style="list-style-type: none"> •Parent, Community, and Staff online surveys were available from 2/21/14-4/4/14, in English, Hmong, and Spanish on the MJUSD website. As such, all survey data has been tabulated and written suggestions have been included in the LCAP planning process. •The school newsletters provided an additional way to inform parents and the community about their ability to participate in the development of the LCAP.

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

What are the LEA's goal(s) to address state priorities?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 1: Provide learning opportunities that result in increased academic achievement and ensure quality classroom instruction for all students, including support systems which meet the needs of the targeted population.							
Need: All teachers will be Highly Qualified (HQ). Continue to provide professional development (PD) opportunities for all teachers to maintain HQ status. Metric: Compliance Monitoring, Intervention, & Sanctions (CMIS) report, Verification Process for Middle and High School Level Teachers in Special Settings (VPSS).		All.	All.		99% of teachers will be highly qualified as delineated in the Elementary and Secondary Education Act (ESEA).	Percentage of highly qualified teachers will improve.	Percentage of highly qualified teachers will improve.	#1. Basic Conditions. Monitor course schedules and educators credentials. Ongoing enrollment in VPSS as needed.

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Need: Educators need ongoing training in instructional Strategies and Practices. Metric: Professional development records and workshop evaluations.		All.	All.		Establish baseline of student achievement through the Smarter Balanced Assessment results.	Continuous improvement.	Continuous improvement.	#2. Implementation of CCSS. Multiple venues and opportunities for professional development in CCSS and Next Generation Science will be instituted for our certificated staff. Self-monitoring tool needs to be developed.
Need: All students must have access to state and board approved materials. Metric: Instructional Materials Sufficiency report to the board.		All.	All.		100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	100% of students will have access to state and board approved textbooks.	#1. Basic Conditions. Mathematics materials will be purchased in 2014 -15. Common Core and Next Generation instructional materials will be purchased as needed. ELA textbooks will be purchased in 2016-17 following the SBE proposed adoption cycle.
Need: Regional Occupation Program (ROP) and Career Technical Education (CTE) courses. Metric: Master Schedule.		All.	All.		Maintain current number of ROP and CTE courses at each high school. Establish baseline number of courses per student.	Maintain current number of ROP and CTE courses. Maintain baseline.	Maintain current number of ROP and CTE courses. Maintain baseline.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes ROP and CTE programs will be funded by MJUSD at their current levels to ensure the maintenance of electives at our comprehensive high schools.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
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Need: Reinstatement of the Junior Air Force Reserve Officers Training Corp (JRAFROTC) program at LHS. Metric: Budget records.		All.	All.		Set aside of 50% of startup costs.	Set aside of 50% of startup costs.	Set aside of 100% of annual program funds \$150,000.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes One-half of start-up funds will be set aside to reinstate the AFJROTC program at LHS in 2014-15 and 2015-16. One-year of program costs will be set aside to reinstate the AFJROTC program at LHS in 2017-18. \$150,000 will be set aside to cover the district annual contribution for reinstating the AFJROTC program at LHS in 2017-18.
Need: Access to a music program. Metric: Staffing Records and Master Schedules.		All.	All.		Establish a baseline of students enrolled in music classes.	Increase the percentage of students enrolled in music at the Intermediate level.	Increase the percentage of students enrolled in music at the Intermediate and Elementary.	#5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes Sections of music instruction will be added at K-8 school
Need: K-3 class sizes must maintain no higher than a site average of 24 students. Metric: Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	#1. Basic Conditions.

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Need: Intervention/acceleration classes. Metric: Staffing Records and Master Schedules.		All.	All.		Metric: Increase, as needed, the number of intervention/acceleration classes at a minimum level of 30 sections/class periods.			#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes With the current staffing formula, intervention/acceleration classes will be reinstated.
Need: Students must have access and enroll in a broad course of study (EC 51220). A-G requirement/CTE. Metric: Staffing Records and Master Schedules.		All.	All.		Maintain.	Maintain.	Maintain.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes Students access and enroll in a broad course of study (EC 51220). A-G requirement/CTE
Need: Improved student literacy levels. Metric: Accelerated Reader scores and CAASPP.		All.	All.		Establish baseline for K-12 students in reading at or above grade level.	Increase grade 3-11 students in reading at or above grade level by 3%.	Increase grade 3-11 students in reading at or above grade level by 3%.	#2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes Library software (Destiny) will continue to be funded to increase and accelerate student's literacy levels.

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Need: Graduation rates need to improve. Metric: Graduation Rates.		All.	All.		Increased graduation rates from 79.5% to 81%.	Increased graduation rates from 81% to 83%.	Increased graduation rates from 83% to 85%.	#. 5 Pupil Engagement. HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention, acceleration courses, A-G access Technology, Data accountability and assessment system, Facility maintenance, counseling, PBIS listed above will take place as defined under Goal 1, Section 2.
Need: California High School Exit Exam (CAHSEE) proficiency rates need to improve. Metric: CAHSEE Results.		All.	All.		Increase CAHSEE math rates from 78% to 80%, CAHSEE English rates from 76% to 78%.	Increase CAHSEE math rates from 80% to 82%, CAHSEE English rates from 78% to 80%.	Increase CAHSEE math rates from 82% to 84%, CAHSEE English rates from 80% to 82%.	
Need: Student attendance needs to improve. Chronic absenteeism and dropout rates need to decrease. Metric: Student attendance records.		All.	All.		Improve student attendance from 95.9% to 96.5%.	Improve student attendance from 96.5% to 97%.	Improve student attendance from 97% to 97.5%.	

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Need: Student achievement needs to improve. Metric: California Assessment of Student Performance and Progress (CAASP), local benchmark results and other multiple measurements TBD.		All.	All.		Metric: Baseline data will be established via State and district assessments in E/LA.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	Students in all subgroups, who are not at the proficiency level, will show an increase of 5%.	#4. Pupil Achievement. HQ, PD, Instructional materials, ROP, CTE, ROTC, Music, K-3 CSR, Intervention/acceleration courses, A-G access, Technology, Data accountability and assessment system, Facility maintenance, counselling, PBIS listed above will take place as defined under Goal 1, Section 2.
Need: Increased Advanced Placement (AP) and Early Assessment Program (EAP) passing rates. Metric: Assessment results.		All.	All.		Increased site-level AP exams passage rates from 26% to 30% and increase the EAP exam passage rates in English Language Arts (ELA) from 0% to 1% and math from 7% to 8%.	Increased site-level AP exams passage rates from 30% to 35% & EAP exam passage rates in ELA from 1% to 2% and math from 8% to 9%.	Increased site-level AP exams passage rates from 35% to 40% & EAP exam passage rate in ELA from 2% to 3% and math from 9% to 10%.	
Need: Improved English learner reclassification rate. Metric: California English Language Development Test (CELDT) and Reclassification records.		English Learners.	All.		EL rate of reclassification will increase by 2% from 10.5% to 12.5%	Metric: EL rate of reclassification will increase by 2% from 12.5% to 14.5%.	Metric: EL rate of reclassification will increase by 2% from 14.5% to 16.5%.	

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As indicated by our community input meetings and survey results, there is an overwhelming desire to:	Goal 2: Enhance the current learning environment to ensure that our schools provide a physically and emotionally safe environment that is culturally responsive to all students.	All.	All.					
Need: Facility maintenance. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Deferred maintenance budget established.	Maintain.	Maintain.	#1. Basic Conditions. Deferred Maintenance budget will be increased to provide the financial resources for the Deferred Maintenance Plan. •Set aside funds to keep our current school facilities (built between 1931 and 1957) in good repair.
Need: Assure compliance, safeguard assets and funding. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Hire.	Maintain.	Maintain.	#1. Basic Conditions. Hire internal Auditor & Compliance Officer. Hire Categorical Specialist (financial).

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	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
Need: Health services for students with ongoing health issues. Metric: Deferred Maintenance Plan objectives met.		All.	All.		Decreased student to nursing ratio.	Maintain.	Maintain.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. One additional registered nurse will be hired for the 2014-15 school year along with six 0.5 FTE health clerks.
Need: Increased counseling services at the secondary level. Metric: Student to counselor staffing ratios.		All.	All.		Decreased student to counselor ratio.	Maintain.	Maintain.	#6. School Climate. Counseling services will be expanded at comprehensive high schools and extended to the intermediate schools for social/emotional counseling services.
Need: Increased Positive Behavioral Interventions and Supports. Metric: Staffing Records and PBIS Reports.		All.	All.		Establish baseline Tool and baseline.	Improve.	Improve.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. One FTE PBIS District Coordinator will be hired for the 2014-15 school year to coordinate activities at participating school sites and will assist schools with staff training who wish to implement the program next year.
Need: Increase attendance clerks and library clerks. Metric: Staffing records, Accountability measures defined in Section 1.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. Additional staff will be hired.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
Need: Increase administrative support. Metric: Staffing records, Accountability measures defined in Section 1.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. Additional staff will be hired per Ed Code administrative staffing ratios..
Need: Access to technology. Metric: Staffing Records and Master Schedules.		All.	All.		All sites will have wireless access.	Maintain.	Maintain.	#1. Basic Conditions. #2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. Wireless access points for technology will be available at all school sites. Academic software will be purchased to improve keyboarding, literacy, and mathematic skills. Annual Technology survey will be administered to determine future site/district technology needs.
Need: Student achievement and accountability management system. Metric: Purchase orders and user evaluations.		All.	All.		Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	Meet or exceed all accountability percentages established in Section 1.	#1. Basic Conditions. #2. Implementation of CCSS. #4. Pupil Achievement. District Assessment and Accountability Data Management System will continue to be updated and improved to provide immediate student assessment data.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17	
As indicated by our community input meetings and survey results, there is an overwhelming desire to: Need: Continued parent access to district and site information. Metric: Districtwide surveys: Stakeholder surveys, DAS, APS, ELSSA, and various translated documents. Increased parent participation at all school functions.	Goal 3: Increase parent, family, and community involvement in the education of all students.	All.	All.		Establish baseline data.	Improve.	Improve.	#1. Basic Conditions. #3. Parental Involvement. #4. Pupil achievement. #5. Pupil Engagement. #6. School Climate. Hire 1.5 FTE district translators/interpreters will be available to sites for translating school and district documents into Spanish (1 FTE) and/or Hmong (0.5 FTE). Sites will continue to promote via newsletters and the SchoolMessenger calling system for parent participation in site-based activities.

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?
- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA's budget.

The Marysville Joint Unified School District serves a very diverse student population of approximately 9,400 students in transitional kindergarten through twelfth grade. Approximately 83% of the students in the district qualify for free and reduced price meals and are living below the poverty level. Twenty-two point eight percent of students are designated as English Learners and speak one of twenty-one languages other than English spoken in students' homes. The core instructional program will continue to be taught by Highly Qualified teachers, will focus on the Common Core State Standards, and will strive to provide students with lessons that actively engage them in challenging learning opportunities. The Common Core implementation includes the use of supplemental materials which are rigorous and encourage higher-level thinking, as well as real-life opportunities that allow students to interact using academic language. Professional Development for teachers will continue to support their efforts to fully implement the Common Core and design lessons that actively involve students in their learning and provide opportunities for regular collaboration among students to deepen students' knowledge.

Supports for students below grade level including students with disabilities will be available at all school sites when assessment data identifies the need for such services. Teachers will coordinate a plan to provide necessary interventions and monitor student progress. Teachers will provide additional support for students whose literacy skills are below grade level.

We look forward to reinstating enrichment opportunities as part of the regular instructional program in the Marysville Joint Unified School District. Our ultimate goal is to provide music instruction to students at all grades. In the first three years of the LCAP, music instruction will be focused at the 7-12 grades. We will expand the program to grade K-6 as funds become available in future years. These opportunities will integrate music/arts instruction with the Common Core and ensure students are provided with a well-rounded curriculum. Students who are performing at high levels will continue to be challenged at appropriate levels.

The overall system for delivery of services to children with disabilities at MJUSD are based on a philosophy that has a foundation in the principles of parental involvement, best practice, comprehensive support, and local and state coordination and collaboration. The MJUSD conducts child find activities, evaluates students who are suspected of having a qualifying disability, and offers an individualized education program (IEP) of special education and related services to qualifying students.

Through the IEP process and participation of all required IEP team members including parent, special education teacher, general education (GE) teacher, administrator, and related service providers as necessary, students qualifying for special education are assured of an offer of a Free and Appropriate Public Education in the Least Restrictive Environment. The IEP team works collaboratively to assure that the services and supports identified on the IEP are provided to the student in a manner that provides educational benefit in the Least Restrictive Environment. A full continuum of options is available for consideration by the IEP team including specialized academic instruction, speech-language services, psychology services, occupational therapy, adapted physical education, educationally related mental health services, physical therapy, nursing, assistive technology equipment support, behavior assessment and planning, and itinerant vision services. Specialized itinerant instruction for students who are deaf or hard of hearing is also available, as necessary, through contracted services with Sutter County Superintendent of Schools. For students who are unable to progress at their neighborhood school or another school within the district, the district IEP team considers a referral to the regional special day class program (SDC) with Yuba County Office of Education, or a referral to a Non-Public School.

Students with disabilities participate in general education, including nonacademic and extracurricular activities, to the maximum extent possible to promote interaction with the general school population. Placement in special classes, other schools, or other removal of students with disabilities from the regular education environment may occur. This is warranted when the nature or severity of the student's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. When a student is placed in a regional SDC program or a NPS, the IEP team will consider transition back to district programs at each IEP.

Specific information about special education at the district is detailed in the following documents available at the district office and/or the Yuba County SELPA office: 1) Yuba County SELPA Local Plan for Special Education, 2) Yuba County SELPA Local Policies and Procedures, and 3) Yuba County SELPA Eligibility Criteria Handbook.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#1. Basic Conditions. #2. Implementation of CCSS. #3. Parental Involvement. #4. Pupil achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access. #8. Other Pupil Outcomes	Service: Provide Professional Development to ensure HQ mandates and to deepen educator knowledge of effective instructional strategies, instructional practices, and Common Core instruction.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF funding for Staff Development Days \$600,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 1	#1. Basic Conditions. #2. Implementation of CCSS.	Action: Support the implementation of Common Core instruction through materials and professional development opportunities.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Set aside 50% of cost for Instructional Materials- English/Language Arts \$500,000. Aligned with CDE adoption cycle in 2016-17.	Funding Source: LCFF •Set aside continues.	Funding Source: LCFF •Set aside continues.
Goal 1	#5. Pupil Engagement. #6. School Climate. #7. Course Access.	Action: Continue to provide programs and services which enrich students' educational experiences and challenge students who are performing at or above grade level and provide for a broad course of study (EC 51220) A-G Requirements.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 3 FTE Grades K-3 (24:1) \$233,700. Funding Source: LCFF Athletics/Activities \$50,000	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF Add ROP & CTE funding \$400,000.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF Add ROP & CTE funding \$400,000.
Goal 1	#5. Pupil Engagement. #6. School Climate. #7. Course Access.	Service: Teachers who provide specialized instruction in the arts and/or physical education integrated with the Common Core Standards.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Startup Fund \$40,000.	Funding Source: LCFF AFJRRUTC Year 1 Fund \$155,800.
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate.	Service: Continue to provide support for existing school libraries and expand services to support Common Core.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 4.8 FTE Library Clerks \$156,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Action: Provide a school environment which is physically and emotionally safe for students and staff and is culturally responsive to all students and their families.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE Nurse \$77,900. Funding Source: LCFF Six .5 FTE Health Aides \$85,200.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
					Funding Source: LCFF 1.5 FTE Assistant Principals \$198,450.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue to monitor student attendance closely and take appropriate action, including Student Attendance Review Team and Student Attendance Review Board.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 5 FTE Attendance Clerks \$284,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue and expand counseling and PBIS services that address bullying prevention and provide conflict resolution strategies.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE PBIS Coordinator \$55,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 2		Service: Continue and expand services which meet the social and emotional needs of students through counseling.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: Mental Health 0.5 FTE Mental Health Clinician \$65,000. Funding Source: LCFF 1 FTE Intermediate and .5 FTE high school Counselors \$116,850.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide.
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Service: Provide Instrumental/vocal music opportunities to intermediate and high school students.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF 1 FTE Music teacher \$77,900.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goals 2, 3	#1. Basic Conditions. #2. Implementation of CCSS. #3. Parental Involvement #4. Pupil achievement. #5. Pupil Engagement. #8. Other Pupil Outcomes.	Service: Continue and expand approaches to communication with parents, including the SchoolMessenger system, School Newsletters, the MJUSD website, and school websites with expanded translation services.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Add District Accountability and Assessment Management System/Survey Monkey/ SchoolMessenger \$200,000. Funding Source: LCFF Destiny software for all school libraries \$32,000. Funding Source: LCFF	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF	Funding Source: LCFF •Continues districtwide. Funding Source: LCFF •Continues districtwide. Funding Source: LCFF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
					1.5 FTE district Translators/Interpreters \$75,000.	•Continues districtwide	•Continues districtwide.
Goal 2	#1. Basic Conditions. #2. Implementation of CCSS. #4. Pupil Achievement. #5. Pupil Engagement. #7. Course Access.	Service: Wireless access points for technology will be available at all school sites. Academic software will be purchased to improve keyboarding, literacy, and mathematic skills. Annual Technology survey will be administered to determine future site/district technology needs.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF & COPS	Funding Source: LCFF & COPS •Continues districtwide.	Funding Source: LCFF & COPS •Continues districtwide.
Goal 1	#1. Basic Conditions.	Service: Assure financial compliance, safeguard assets and funding and proper internal controls.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF Internal Auditor & Compliance Officer \$98,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.
Goal 1	#1. Basic Conditions.	Service: Assure program compliance and safeguard targeted and restricted funding.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF & Restricted Funding Categorical Financial Technician- TBD	Funding Source: LCFF & Restricted Funding •Continues districtwide.	Funding Source: LCFF & Restricted Funding •Continues districtwide.
Goal 2	#1. Basic Conditions.	Service: 2.5% Total Maintenance Budget with 1% allocated specifically for Deferred Maintenance Plan.	•Districtwide including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF: \$820,000.	Funding Source: LCFF •Continues districtwide.	Funding Source: LCFF •Continues districtwide.

B. Identify additional annual actions and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

The MJUSD understands fully the need to provide support for all students. Some students require support for short periods of time in order to comprehend a particular skill or concept. Other students require a system of ongoing supports in order to meet the needs presented by certain circumstances in their lives. Approximately eighty-three percent of students enrolled in the MJUSD live in poverty. Twenty-two percent of the student population live in a home where a language other than English is the language of communication and are determined to be English Learners. MJUSD strives to provide an instructional program to meet the needs of these students and all students who may be underperforming academically. Additional instructional time is planned in order to provide increased access to the Common Core Standards. This additional learning time will also provide opportunities for interventions for targeted students and/or enrichment opportunities. Support services for English Learners are well established in MJUSD. Any teacher assigned to provide ELD, SDAIE, or L1 to EL students must hold the appropriate credential or certificate. Identified EL students in K-12 receive services designed to meet their linguistic and academic needs based on assessments made by the LEA. These teachers provide focused instruction to meet the individual needs of each EL student. Each site with 21 or more EL students must have an English Learner Advisory Committee (ELAC) and a site representative on the District English Language Advisory Committee (DELAC). By serving on these committees, EL parents have a venue for voicing concerns and provide valuable input on how to better meet the needs of their students. It also provides effective means of direct communication between the school and the home. By adding district translators, sites will increase their ability to communicate with our EL parents. Other supports for targeted students include two therapists which provide counseling services for students with social-emotional behavior issues.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	LCAP YEAR Year 2: 2015-16	LCAP YEAR Year 3: 2016-17
Goal 1	#4. Pupil Achievement. #5. Pupil Engagement. #6. School Climate. #7. Course Access.	Increase Instructional time and/or student services in order to provide additional learning opportunities for EL, Students with Disabilities, and Foster Youth while retaining and attracting highly qualified teachers.	•Districtwide Including pupils with disabilities, low income pupils, English learners, and foster youth.		Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.	Funding Source: LCFF \$\$ TBD/Negotiable.

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

With 83% of our MJUSD students in the unduplicated count of students in the targeted subgroups, all funding will be used on districtwide efforts to improve student achievement.

- D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

With 83% of our MJUSD students in the unduplicated count of students in the targeted subgroups, all funding will be used on districtwide efforts to improve student achievement.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

Elementary and Secondary Education Act Title III Plan Overview and Annual Budget Updates

Name of LEA: Marysville Joint Unified School District Fiscal Year: 2014-2015

Total Title III Allocation: LEP \$ \$355,535

Administrative & Indirect Costs (2%): LEP \$6,285

For each applicable Title III goal indicated below, indicate the key actions that will be implemented to meet each goal, the related

Title III budget item, and the estimated cost for each item.

Title III Goal	Specific Title III Supplemental Key Actions (Activities) to Meet Goal	Unit (Purchase) Detail	Associated Estimated Costs for each Activity Listed
Goal 2A: AMAO 1-Annual Progress Learning English Goal 2D: High Quality Professional Development Goal 5A: Increase Graduation Rate	Provide daily, systematic ELD instruction for all EL Students. A contract with SIOP and Project Glad was created to provide supplemental professional development.	Contract with Pearson for Sheltered Instruction Observation Protocol Contract with Project Glad	\$65,000 \$85,250
Goal 2B: AMAO 2- English Proficiency	A new supplemental writing curriculum, WriteSteps, was purchased.	WriteSteps	\$181,000
Goal 2C: AMAO 3- Adequate Yearly Progress (AYP) in English/Language Arts Goal 2D: High Quality Professional Development	An ELA/ ELD Curriculum Consultant is contracted to provide professional development to assist teachers with the implementation of Common Core State Standards in ELA/ELD.	ELA/ ELD Curriculum Consultant	\$18,000
Goal 2E: Parent and Community Participation Goal 2F: Parental Notification	School Messenger Translators Hired	Contracts and Salaries	LCAP
Total Title III Budget Estimate (Including Administration and Indirect Costs) for LEP.			LEP \$355,535

Program Notes:

- I. Activities must be of supplemental nature. Align activities with associated estimated costs.
- II. LEAs must expend Title III funds on activities that are required, allowable, allocable, necessary and reasonable.
- III. Title III Funds should supplement the level of Federal, State, and local funds, including LCFF funds.

**San Joaquin County Office of Education**

James A. Mousalimas, County Superintendent of Schools

Memorandum of Understanding**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "MJUSD," is for the purpose of serving as a Next Generation Science Standards professional development provider.

The two parties, SJCOE and MJUSD mutually agree to the following terms and conditions for the 2014-2015 school year.

I. SCOPE OF WORK

SJCOE will perform the following services:

- a. SJCOE Science and STEM Department
 - i. Science PD and support for grades K-6 and Secondary focusing on the Next Generation Science Standards
 - ii. 2 PD Providers for 2 days @ \$1,500 = \$3,000 (June 8-9, 2015 for K-6 and Secondary)

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from April 28, 2015 – June 20, 2015.

III. COMPENSATION

- a. Travel and Material Cost: \$750
- b. MJUSD will pay SJCOE, \$3750, no later than June 20, 2015.

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advanced written notice

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of the Marysville Joint Unified School District. Marysville Joint Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims,



San Joaquin County Office of Education

James A. Mousalimas, County Superintendent of Schools

which may result from this agreement.

- b. San Joaquin County Office of Education agrees to make no claim against Marysville Joint Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

J. Kirk Brown
J. Kirk Brown, Director of Science and STEM

3/24/15
Date

M. J. Brown
Director of Operations

3-25/15
Date

MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT

Gay Todd
Gay Todd, Superintendent

Date



Agreement for Purchase & Delivery of Professional Services
Between Carnegie Learning Inc. and
Marysville Joint Unified School District
QUOTES: #70494 and #70516

Carnegie Learning, Inc. is a leading publisher of innovative, research-based math curricula for middle school, high school, and post-secondary students. We help students succeed in math, creating a gateway to graduation and preparing them for 21st century careers.

Partnering with educators for continued success, Carnegie Learning is working side-by-side with hundreds of schools and districts implementing our curricula, and we are dedicated to partnering with you to increase teacher effectiveness and student achievement in mathematics. As you work with our professional services team to build a standards-based, student-centered curriculum and effectively integrate technology to inform data-driven instruction, your district will build the capacity you need to raise and sustain student achievement. Our goal is to support your team of teachers, coaches and leaders to obtain the results your students deserve.

This agreement, dated March 26, 2015, is made by and between Carnegie Learning, Inc. (the "Company"), located at Pittsburgh, PA, 15219 and Marysville Joint Unified School District ("Client").

1. **Services to be provided.** The company will provide professional development services to Client in accordance with the terms and conditions set forth in this Agreement. The specific services to be provided shall be selected and agreed upon jointly by Company and Client.
2. **Term of Agreement.** This Agreement will begin on April 28, 2015 and end on August 7, 2015.
3. **Responsibilities of Company.** Services will be rendered according to the agreed upon Quote, Quotes: #70494 and #70516. In addition, Company agrees to:
 - a. Provide professional development services that provide Client with the knowledge and tools to meet the goals established by the quote.
4. **Responsibilities of Client.** Client acknowledges that the value and effectiveness of the services rendered by Company depends largely on the cooperation and participation of Client. Therefore, Client agrees to make reasonable efforts to facilitate the implementation of services agreed to hereunder, including:
 - a. Submit an approved Purchase Order to Company for the dollar amount quoted for professional development services, by or before July 23, 2015; based on Company delivering professional development services August 6-7, 2015. Failure to submit the approved Purchase Order by the date stated will require the delivery of services to be pushed to a future date.
 - b. Provide detailed information to Company about desired content and outcomes via the above referenced quote prior to the delivery of services.
 - c. Together with Company, create an implementation calendar to ensure that dates of service are incorporated into Client's schedule, and that the days are convenient for both parties.
 - d. Maintain timely communication with Company, and promptly address requests from Company.
 - e. Provide a designated contact for professional development visits
 - f. Arrange for necessary supplies and location for agreed upon professional development services
 - g. Ensure that Client Administration will attend all appropriate onsite professional development sessions, including any status meetings and customized professional development
 - h. Provide ongoing feedback regarding the successes and challenges of the partnership.
5. **Cancellation of professional development.** Company understands that circumstances sometimes arise which require a change in the scheduled delivery of professional development. There will be no penalty for acts of nature which require postponement of scheduled professional development services; however, in the event that a scheduled service is cancelled, penalties will be applied as follows:

Business Services Department
Approval: 
Date: 3/27/15



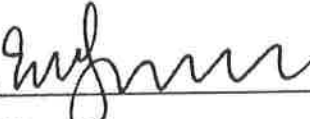
**Agreement for Purchase & Delivery of Professional Services
Between Carnegie Learning Inc. and
Marysville Joint Unified School District
QUOTES: #70494 and #70516**

- a. For any type of onsite professional development where less than 5 business days notice is given Company may assess, at its sole discretion, a cancellation fee equivalent to the cost of the cancelled professional development.
 - b. For live online professional development where less than 24 hours notice is given Company may assess, at its sole discretion, a cancellation fee equivalent to the cost of the cancelled session.
6. **Contracting outside Company Agreement.** Contracting with any Company employee or assign independently is forbidden.
7. **Amendments.** The parties acknowledge that the specific services to be provided under this agreement are subject to ongoing conversation, review and adjustment as the school year progresses and as implementation needs warrant; therefore, this agreement may be amended, provided that changes are made in writing and signed by authorized representatives from both parties. Any such amendments are considered part of this agreement.

Carnegie Learning Account Manager: Katherine Fligg

Carnegie Learning, Inc.
437 Grant Street Suite 1906
Pittsburgh PA 15219
Phone 888-851-7094

Bill to: Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
530-680-5534

Signature: 
Title: COO
Date: 3-27-15

Signature: _____
Title: _____
Date: _____



MEMORANDUM OF UNDERSTANDING FOR SERVICES

This agreement made and entered this April 28th day of April 2015, between **Bay Area G.L.A.D.TM (Guided Language Acquisition Design), LLC**, hereinafter referred to as the "*Contractor*", and **Marysville Joint Unified School District**, hereinafter referred to as the "*District*".

WITNESSETH:

1. The *Contractor* agrees to render the following services listed below on the times and dates herein stated in accordance with the directions stipulated by the *District* or a person delegated by them (Lennie Tate):

a) Training in the Project G.L.A.D.[®] (Guided Language Acquisition Design) model and strategies for two days conducted by a Certified G.L.A.D.[®] Key Trainer. This service consists of only the 2-Day Workshop of information regarding the G.L.A.D.[®] model, research, and strategies. The trainings will occur over two consecutive days for District during business hours, typically 8:00 AM to 3:00 PM. This service will be provided on the following dates:

June 8 & 9, 2015 (100 people)

b) Training in the Project G.L.A.D.[®] (Guided Language Acquisition Design) Model and strategies for four days. This service will consist of four consecutive days of Classroom Demonstration taught by the trainers in the G.L.A.D.[®] strategies and techniques with students in the morning. The demonstration dates to be determined at least 90 days prior to training. The grade level will be determined at least 6 weeks prior to the training. The afternoon of the four days will consist of a debriefing & collaboration period. Only participants who have attended a 2-Day Workshop in the G.L.A.D. Model may attend. The trainings are to occur during school hours, typically 8 AM to 3 PM. This service must be scheduled & provided within 6 months of the 2-Day Workshop. Only participants who attended the 2-Day G.L.A.D. Workshop may attend the classroom demonstration. *District* to assure a class of students ranging from 16-24 students in each demonstration session. Students will be needed from 8:15-11:30am daily for the classroom demonstration. The participants will attend the classroom demonstration in cohort groups of 20-25. Total number of teachers attending the demonstration dates will be confirmed by June 1, 2015 by *District* so the number of cohorts can be finalized. There will be 4 cohorts conducted the simultaneously at various grade levels to represent the grade levels of the participating teachers. This service will be provided on:

August 4-7, 2015 (4 cohorts or 25 teachers)

- The *District* agrees to compensate the *Contractor* for services rendered as follows:
 - a & b) 2-Day Workshop and Classroom Demonstration in the amount of \$1,075.00 per participant, with a minimum of 15 participants attending. Total compensation for the estimated 100 participants will be \$107,500.00. Any

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Business Services Department
Approval: RL
Date: 4/9/15

additional participants will be charged at a rate of one thousand seventy-five dollars per additional participant, (\$1,075.00/participant), for attending any portion of the training. Such amount(s) to be paid within thirty, (30), calendar days after 2-Day services are rendered and the receipt of the invoice.

2. The *District* agrees to provide textbooks and teacher editions required by *School* staff. The *District* agrees to provide access to the training room at 6:30am the morning of each training date so the *Contractor* can set-up for the trainings. The *District* understands that the *Contractor* may rearrange the furniture in the classroom that is used during the demonstration to make adequate space for the observing teacher participants. The *Contractor* will provide all training materials, classroom materials, and any materials utilized by presenters. *Contractor* reserves the right to allow additional participants to attend sessions at no added cost to *District*.
3. It is agreed that the *Contractor*, Bay Area G.L.A.D. LLC, is acting as an independent contractor and not as an agent or employee of Marysville Joint Unified School District.
4. Indemnification. Both parties agree to indemnify and hold harmless each other, their agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against the other party and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with the party's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the party's its agents, officials, officers or employees.
5. This Contract may be cancelled by either party through written notification at least forty-five, (45), calendar days prior to the date of service.



Gay Todd
 Superintendent
Marysville Joint Unified School District
 1919 B Street
 Marysville, CA 95901
 Phone: (530) 749-6102
 Fax: (530) 741-7893

Noshaba Afzal
 Director of Trainings
Bay Area GLAD™ LLC
 9514 Sugar Babe Drive
 Gilroy, CA 95020
 Phone: (408) 439-6597
 Fax: (408) 457-7556

MEMORANDUM OF UNDERSTANDING

Agreement EMS #0793

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:

Phil Romig

916.228.2275

promig@scoe.net

Services provided by:

Phil Romig

916.228.2275

promig@scoe.net

2. Provide the following service:

- a. Provide two days of Next Generation Science Standards elementary module trainings.

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

- August 6, 2015; 8:00 a.m. – 3:00 p.m.

- August 7, 2015; 8:00 a.m. – 3:00 p.m.

- c. Location of the service

Yuba Gardens Intermediate

1964 11th Avenue

Olivehurst, CA 95961

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@mjusd.net

31

Business Services Department

Approval: *RL*

Date: 4/14/15

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.

Total Fee: \$3,000

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
Gay Todd, Superintendent
Business Services

Signature

Date

Signature

Date

MJUSD CTE ADVISORY COMMITTEE
2015-2016

Rich Gabel, Chairman	Frank M. Booth
Diana Barry	Department of Employment Development
Gary Cena	Marysville High School
Bob Eckardt	Lindhurst High School
DeeDee Efstratis	Sapphire Marketing
Tanya Engler	Rideout Health
John Fleming	Yuba County Economic Development
Rhonda Howe	Lakeview Center & Lakeview Petroleum
Eric Jenks	Wilbur-Ellis Company
Moveen Kahn	Maryville High School
Scott Lane	MJUSD Maintenance Operations Transportation
Jami Larson	MJUSD Categorical Programs
Laura Nicholson	Double Nut Ranch
Randy Page	Tri-County ROP
Eric Pomeroy	Tri-County ROP
James Rogers	Lindhurst High School
Jackie Sillman	Recology Yuba-Sutter
Dan Turner	Yuba College
	LHS Student
33	MHS Student

MJUSD
Personnel Dept.

MAR 27 2015

RECEIVED



March 25, 2015

Dear Mr. Carreon,

I am writing to inform you that I will be resigning from my position as a District Nurse. I will not be returning after spring break.

I would like to thank you for having me as part of your Health Services team. I am proud to have worked for MJUSD and have really enjoyed my time working with the students, faculty and staff. I learned a lot working within the school system and as a part of the Health and Wellness Committee.

Please acknowledge this letter as my official notice of resignation. I will do my best to ensure that any my projects are completed and ensure a smooth transition. I also would like to leave open the possibility of transitioning to a per diem position to assist with hearing and vision screens in the upcoming school year should there be a need for additional support. I will always be grateful for the opportunity provided by MJUSD and can only hope that my new colleague's will be as supportive as everyone here in the Health Services office. I am fortunate to have been a part of MJUSD, and I wish you continued success.

Sincerely,



Jennifer St. Lawrence

March 30, 2015

TO: MJUSD Board Members ✓

Ramiro Carreon ✓

Kathy Woods

FROM: Judith Sadlo

MJUSD
Personnel Dept.

MAR 30 2015

RECEIVED

After almost 23 years of service, I am retiring from my Site Supervisor position at Dobbins Preschool, effective on June 30, 2015. I have thoroughly enjoyed fulfilling my dream to become a preschool teacher. I feel I have made a positive impact on my students and their families over the years. I feel great pride when I see how former students have succeeded in school and that I had the privilege of being their first teacher.

I appreciate all the guidance, knowledge and encouragement from my Director, Mrs. Kathy Woods. Her enthusiasm and dedication to the Child Development Program helped me to become the best teacher I could be for my students.

I would like to thank Mr. Carreon, for his assistance in helping me with my retirement decision.

I also want to thank my work partner and friend, Jeannette Reiswig for her dedication to me and to Dobbins Preschool. She is truly been an asset to me and Dobbins Preschool.

I am available, if needed, for any assistance in making the transition of a new teacher to Dobbins Preschool go smoothly and successfully.

Sincerely,



Judith A. Sadlo

Cc: Jeannette Reiswig

Judy Hart
Principal

Linda Elementary School

6180 Dunning Avenue, Marysville, CA 95901 (530) 741-6196

MJUSD
Personnel Dept.

MAR 31 2015

RECEIVED

March 31, 2015

Ramiro Carreon
Assistant Superintendent of Personnel Services
Marysville Joint Unified School District

Dear Ramiro,

It is with some sadness that I inform you I have decided to retire from teaching as of June 5, 2015.

I would like to thank the District for giving me the opportunity to work in a career that I have loved since 1971. It has been a pleasure for me to teach at Linda School. I am continually impressed by the dedication, professionalism, and exceptional work ethic demonstrated by my peers; always with the purpose of enriching the lives of our children.

I will miss it all.

Sincerely,



Linda Porter

36

Marysville Joint Unified School District

APR 15 2015

RECEIVED

Robert W. Lem
6119 Ripley Lane
Paradise, CA 95969

April 15, 2015

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

Dear Mr. Carreon:

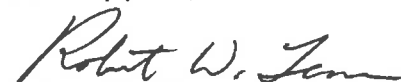
I am writing to inform you of my decision to retire from my teaching position at Cedar Lane Elementary at the end of the current school year. My last day of work will be June 5, 2015 which is the last day of this school year and my CalSTRS date of retirement will be June 6, 2015.

I would also like to participate in the District's Early Retirement Incentive Program for medical insurance coverage. Please enroll me for the CVT Anthem Blue Cross Plan 4 (A) for "Retiree Only" to begin as of August 1, 2015 as I understand the last day of my employment-based coverage will be July 31, 2015.

Enclosed please also find a copy of the CalSTRS form SR 0554E Express Benefit Report (2 pages) to be completed and returned to CalSTRS.

Thank you very much for your attention and assistance.

Sincerely yours,


Robert W. Lem
Enclosure



Marysville Joint Unified School District

Student Services Office 1919 B Street—Marysville, CA 95901

MJUSD

Personnel Dept.

MAR 24 2015

March 18th, 2015

RECEIVED

To Whom It May Concern:

I would like to request to take Family Medical Leave in order to care for my infant son starting April 22nd, 2015 and ending June 30th, 2015. I will be able to return to work on July 1st, 2015 for the 2015/2016 school year.

Thank you for your time,

A handwritten signature in cursive script, appearing to read 'Nicole Pitts'.

Nicole Disney Pitts
School Psychologist
Ella Elementary School

MAR 25 2015

RECEIVED



March 24, 2015

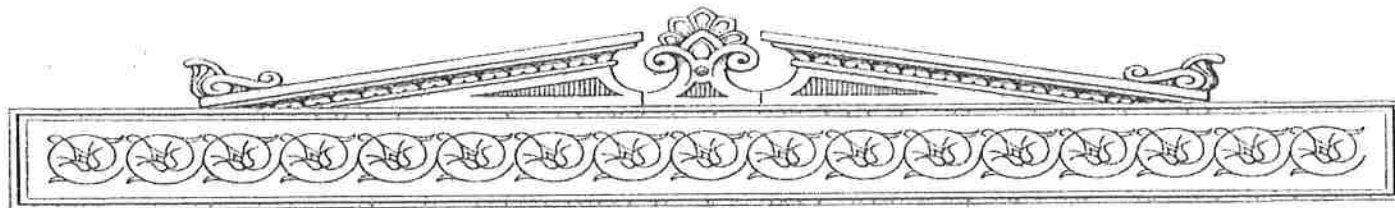
Mr. Ramiro Carreon,

I would like to extend my leave of absence for the remainder of the 2014-2015 school year for childcare purposes.

Thank you.



Jennifer Clayton



February 3, 2015

Letter of Intent – Retirement

To: Dr. Gay Todd
Mr. Romero Carreon

Trustees

Jim Flurry
Glenn Harris
Randy Rasmussen
Frank Crawford
Jeff Boom
Bernard Rechs
Anthony Dannible

MJUSD
Personnel Dept.

FEB 03 2015

RECEIVED

To be truthfully honest – I can't believe I am writing this letter. I Carla Beckett intend to retire from the Marysville Joint Unified School District on Tuesday the 31st of March 2015. This is a big, unbelievable, bittersweet step for me and my husband John. We have made this journey together in more ways than one.

When my daughter Tera was in Kindergarten at Ella School Mr. Teagarden asked if I would like to be on Site Council. Little did I know that the answer 'YES' would take me on such a wonderful journey. I was an Ella Gator on Site Council and Parent Volunteer deluxe – whatever was needed I did. I had the pleasure of being an Olivehurst Eagle while my son, John finished his 5th grade. This is when I met the amazing Mr. Todd – little did I know I would meet up with him again. Then onto the Johnson Park Jets with Lee Jones; there I became PTO president, helping with the JP reading program, carnival, Yard Duty and met a very wonderful young man Randy Swann. While my daughter Tera completes her 4th and 5th grade at JP - I continue my volunteerism at Johnson Park in addition to other community volunteer work.

HELLO Mr. Kiser and Yuba Gardens! My life was about change. Little did I know that when you volunteer at Yuba Gardens – **YOU** volunteer at Yuba Gardens! John and I would not have had it any other way. We volunteered while our son John and daughter Tera attended Yuba Gardens and continued after they graduated. Yuba Gardens became our second home and besides I worked there – so why even come home – right? We both enjoyed many wonderful years at Yuba Gardens; we did it all, The Sweet Heart Ball, sports; PTA; dances; snack bar; BBQing; chaperones; cook; fundraisers; drove kids here, there and everywhere. I am sure I missed something – I/We loved it all. So many wonderful years at Yuba Gardens – the staff became my second family – which is still true today. I will always LOVE Yuba Gardens.

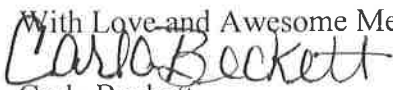
Greetings to my new family at Lindhurst High School; I was reassigned, I felt so sad – I had to start all over again. UGH. I felt like Charlie Brown, there were familiar faces I was drawn to them right away. I finally started to settle down and each day became better and better. Now I can't believe I've been at LHS six years. I have made some wonderful friends! As I said in the beginning my retiring is bittersweet. Even before working here at LHS, John and I were parent volunteers for many years that supported many of the high school

events, Football; basketball; softball; track and field; volleyball; wrestling; band parents, and of course Athletic Boosters; Grad Night, and the fantastic ROTC program. We drove kids to and from games, bought dinners; tennis shoes, or an occasional uniform or two.

For eleven years now I have been the Homeless Support Liaison for MJUSD; such a humbling experience. Never have I worked with two more dedicated people such as Elizabeth Preston and Jami Larson. It takes a team of committed people to help others who are experiencing homelessness. I am going to miss working with this team of wonderful ladies. Not only are they my colleagues – I call them friends – I call them family.

Unfortunately with my daughter Tera graduating in 2004 our years of Volunteering came to an end. But wait not really we continued to volunteer at Yuba Gardens and Lindhurst. Now after 23 years of volunteering and 16 years of being employed with MJUSD it's time to say goodbye and go be Grandma and Grandpa – a wish that has been mine for so long. So it's with a heavy heart I say "See You Later."

With Love and Awesome Memories,


Carla Beckett

P.S. As Jami would say – Miss Carla or Elizabeth would say – Cala-Cala and I must not forget – Mr. Flurry always calls me Bo-Carla. ☺

Debra Gibbs

3821 Arboga Rd

Olivehurst, Ca. 95961

(530)218-1309

dmcrunnels@att.net

RECEIVED MAR 17 2015

03/16/2015

MJUSD
Personnel Dept
MAR 17 2015

RECEIVED

M.J.U.S.D. Personnel

Amber Watson Nutritional Services

To Whom It May Concern,

It has been a great 31 years in the District but I am ready to retire now. I will be able to work the 15 days needed to keep my health benefits

Please accept this letter as formal notification of my retirement from M.J.U.S.D as of April 1, 2015.

Yours Sincerely



Debra A Gibbs

April 14, 2015

Amber Watson
Director of Nutritional Services
1919 B Street
Marysville, Ca 95901

APR 15 2015

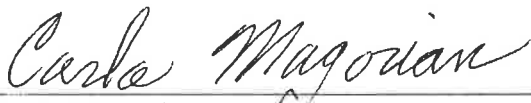
RECEIVED

RECEIVED APR 15 2015

Dear Amber Watson,

Please accept my resignation as a nutritional assistant in the Marysville Joint Unified School District, effective June 30, 2015. This resignation indicates my intent to retire on June 30, 2015 as also reported to the Public Employee Retirement System.

Sincerely,



Carla Magorian

MJUSD
Personnel Dept

MAR 10 2015

RECEIVED

3/2/15

From: Tom Sanchez

To: Marysville Joint Unified School District

To whom it may concern;

I will be retiring from Marysville Joint Unified School district and my employment at Kynoch School on June 30, 2015.

Thank you,

Tom Sanchez

MJUSD
Personnel Dept.

MAR 16 2015



RECEIVED

March 16, 2015

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

Dear Mr. Carreon,

This letter is intended to serve as written notification that I will retire on July 1, 2015. It is with both sadness and excitement I submit this letter. I look forward to my upcoming retirement and the time I will be able to spend with family, especially my grandkids. However, I will miss working with the district staff. I have worked for and with a lot of very special people throughout my 35 year tenure with Marysville Joint Unified. I am grateful for the opportunities I have had working for this district and will remember my time fondly.

In addition to my request to retire as of July 1st, I am also requesting the early retirement incentive.

Sincerely,



Annie Spade

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]
2014-2015

District: MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Person completing this form: Ramiro G. Carreón Title: Asst. Supt/Personnel Services

Quarterly Report Submission Date:
(check one)

- ☐ October 2014-1st quarter-(7/1-9/30/14)
☐ January 2015-2nd quarter (10/1-12/31/14)
☒ April 2015-3rd quarter (1/1-3/31/15)
☐ July 2015-4th quarter (4/1-6/30/15)

Date for information to be reported publicly at governing board meeting: April 28, 2015

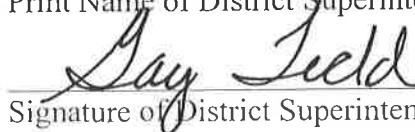
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd
Print Name of District Superintendent

Signature of District Superintendent



46

April 20, 2015
Date

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2014-2015

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2014 - 2015

 x Nonpublic School
 Nonpublic Agency

Type of Contract:

 x Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2014-2015

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Sierra School at Butte

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on March 4, 2015, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Sierra School at Butte County (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from March 4, 2015 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall

maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Part 1

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

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\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000 per occurrence**, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized

by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes. (Alternate: weekly total number of minutes shall be at least 1570)

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

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25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to

address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action

taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil

Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team (5) five business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection

notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five "5" business days when a LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., tit. 5, section 3001 *et seq.*, Cal. Code Regs., tit. 2, section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the Nonpublic School, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

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CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation

(hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and

mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

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CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that ARE not received by six months following the close of the prior fiscal year, for services provided in that year.

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Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of

substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service

subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Sierra School at Butte Marysville Joint Unified School District
Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

By: _____
Signature Date

Gay Todd, Superintendent
Name and Title of Authorized Representative

MJUSD Board Approved 4/28/15

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Toni Vernier, Director of Student Services

Name and Title
Marysville Joint Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

2775 Yard Street

1919 B Street

Address

Oroville CA 95969

Address

Marysville CA 95901

City

530-533-5464

State

530-533-5460

Zip

City

530-749-6180

State

530-741-7850

Zip

Phone

Fax

Phone

tvernier@mjuds.com

Fax

Email

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City

State

Zip

Phone

Fax

Email

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CONTRACTOR _____
(NONPUBLIC SCHOOL OR AGENCY)

2014-2015
(CONTRACT YEAR)

If blank, the number shall be as determine by CDE Certification.

Payment under this contract may not exceed
Total LEA enrollment may not exceed

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$145.00	<i>daily</i>
Basic Education Program/Dual Enrollment		

B. Related Services

- (1) a. Transportation – Round Trip
b. Transportation – One Way
c. Transportation – Dual Enrollment
d. Public Transportation
e. Parent*
 - (2) a. Educational Counseling – Individual
b. Educational Counseling – Group of ____
c. Counseling – Parent
 - (3) a. Adapted Physical Education – Individual
b. Adapted Physical Education – Group of ____
c. Adapted Physical Education – Group of ____
 - (4) a. Language and Speech Therapy – Individual
b. Language and Speech Therapy – Group of 2
c. Language and Speech Therapy – Group of 3
d. Language and Speech Therapy – Per diem
e. Language and Speech – Consultation Rate
 - (5) a. SCIA** – Individual (must be authorized on IEP)
b. SCIA – Group of 2
c. SCIA – Group of 3
d. Classroom Instructional Assistance – Per diem or per hour
 - (6) Intensive Special Education Instruction***
 - (7) a. Occupational Therapy – Individual
b. Occupational Therapy – Group of 2
c. Occupational Therapy – Group of 3
d. Occupational Therapy – Group of 4 - 7
e. Occupational Therapy – Consultation Rate
 - (8) Physical Therapy
 - a. Individual
 - b. Consultation
 - (9) a. Behavior Intervention – BII
b. Behavior Intervention – BID
- Provided by: _____
- (10) Nursing Services
 - (11) Residential Room and Board

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Linda ES
fund 14
4/28/2015

**Marysville Joint Unified School District
1919 B Street, Marysville, California 95901
Purchasing Department**

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$15,000

THIS CONTRACT made and entered into on **04/28/2015**, by and between **Twin Cities Tree Service**, hereinafter called the **CONTRACTOR** and the **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT** hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT** in accordance with the **Terms & Conditions** set forth in **Attachment B** hereof and incorporated herein by this reference and any specifications attached for a total contract price of:

Twelve thousand four hundred and 00/100 Dollars (\$11,000.00)

(MAY NOT EXCEED \$15,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: **D49 – Tree Service**. This contract shall commence on **04/29/2015** with work to be completed within **60** consecutive days and/or by July 31, 2015.

(Check contractor license classification appropriateness at:

<http://www.cslb.ca.gov/GeneralInformation/Library/LicensingClassifications/>

and contractor license status at:

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>).

3. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** (Describe in detail the scope of the proposed project and materials to be furnished)

- Refer to **Exhibit A**, attached hereto



NONCOLLUSION AFFIDAVIT

The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (certification form attached).
 _____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- ☒ Installation of physical barrier at the work site to limit contact with pupils.
☒ Surveillance of employees of the Contractor by school personnel.
 _____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. _____

_____ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

- ☒ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
 _____ Other, describe _____

Signature: C. Gens Title: Director Date: 4/9/2015
 Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- ☒ Work Specs/Scope of Work Statement
☒ Certificates of Insurance
☒ Non Collusion Affidavit
 _____ Purchase Order No. _____

- ☒ Contractor Certification Form – Attachment A
☒ Terms and Conditions dated _____ - Attachment B
☒ Workers' Compensation Certificate – Attachment C and W9 Form

TYPE OF BUSINESS ENTITY

- ☒ Individual
 _____ Sole Proprietorship
 _____ Partnership
 _____ Corporation
 _____ Other

License No: 702790

Classification: D49

TAX IDENTIFICATION

68-0333070

Employer Identification Number

Social Security Number _____

Expiration Date: 02/28/2017

(District Use Only: License verified by Cf Date: 4/9/2015)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

Date: _____ Authorized Signature: Anthony French

Company Name: Twin Cities Tree Service Printed Name: Anthony French

Address: 1282 Stable Lane, Ste. 60-154 Title: Owner

Yuba City, Ca 95993-2625 Phone: (530) 682-6409; (530) 755-1067

Fax: (530) 741-6052

Accepted by: _____ Title: Superintendent Date: 4/28/15

Signature of District Representative
 Gay Todd

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ATTACHMENT A - CONTRACTOR CERTIFICATION FORM**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No.
Jeremy Dickinson	621-09-7239
Zachariah Dickinson	604-16-8397
Brad Powers	568-57-5150
Dale Redding	530-72-1330

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

* Dated: 04-10-15 Twin Cities Tree Service (Company)

X  (Signature)

X owner (Title)

(Complete only if pertinent)



Marysville Joint Unified School District

ATTACHMENT B TERMS AND CONDITIONS

WAGE RATES: Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies of said determinations are on file at District's principal office and available to any interested party on request Refer to web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

A Contractor or Subcontractor shall not be qualified to submit a proposal on, be listed on a proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code §1725.5, except under the limited circumstances set forth in Labor Code §1771.1(a). This requirement shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work awarded on or after April 1, 2015. The District may not accept a proposal or enter into a contract for a public works project with an unregistered contractor.

Pursuant to Labor Code §1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code §1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

Contractor shall be responsible for complying with the provisions California Labor Code beginning with Section 1720, and the regulations of the Department of Industrial Relations, including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate. Contractor shall work with the Compliance Monitoring Unit to ensure the full compliance with the Department of Industrial Relations and applicable labor law.

ARTICLE 2. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code



Marysville Joint Unified School District

section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously

approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

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Marysville Joint Unified School District

ARTICLE 3. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to District for acts and omissions of subcontractor and of persons either directly or indirectly employed. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without prior written consent of District.

ARTICLE 6. WORKERS' COMPENSATION INSURANCE: The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate regarding Workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. PROOF OF INSURANCE: Contractor must provide Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional

insured. Coverage additional to that shown above to be evidenced in a provided Certificate of Insurance is as follows: Products-Comp/Ops Aggregate \$1,000,000; Automobile \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence \$1,000,000; Fire Damage minimum \$100,000*; Medical Expense (per person) \$5,000. *Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, etc. must have a \$1,000,000 Property/Fire limit.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District.

ARTICLE 8. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if its determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

ARTICLE 9. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 11. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.



Marysville Joint Unified School District

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate.

ARTICLE 14. COMPLIANCE WITH STORM WATER PERMIT

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

ARTICLE 15. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 17. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

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

ARTICLE 18. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public



Marysville Joint Unified School District

agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 19. CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$15,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 20. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" has the same meaning as in section 3100 and 3106 of the Civil Code. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the

claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the material remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3, commencing with section 2016, of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgement.

ARTICLE 21. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
DATED 4/10/2015
consisting of Article 1 through Article 21

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ATTACHMENT C
CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

X  _____
Signature, Contractor's Authorized Representative

X Anthony Franch _____
Name of Contractor's Authorized Representative, (Printed or Typed)

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

ATTACHMENT D

This Criminal Background - Fingerprinting Certification form must be taken to our **Purchasing Department** at the Marysville Joint Unified School District, 1919 B Street, Marysville, CA 95901.

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT NAME OR CONTRACT NO.: Linda E.S. Tree Removal/Pruning
between the Marysville Joint Unified School District ("District" or "Owner") and Twin Cities Tree Service "Contractor" or "Bidder").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: **Maurice Neguelous**
Title: **Supervisor of Grounds, MJUSD**

☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

ATTACHMENT E

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME OR CONTRACT NO.:

between Marysville Joint Unified School District (the "District" or the "Owner") and Twin Cities Tree Service (the "Contractor" or the "Bidder").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

*

Date:

4/9/2015

Proper Name of Contractor:

Twin Cities Tree Service

Signature:

X

Print Name:

X

Anthony Franch


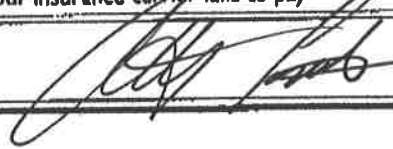
Title:

X

Owner

END OF DOCUMENT

Attachment
"A"

ESTIMATE		INVOICE	
		24859	
TWIN CITIES TREE SERVICE			
Owner: Anthony French <i>Per</i>			
1282 Stabler Lane, Suite 630-154			
Yuba City, CA 95993-2625			
(530) 755-1067 cell: (530) 682-6409			
Trimming, Topping, Thinning, Shaping & Removals			
Licensed - PL & PD Insured - Worker's Compensation - Contractor License # 702790			
Name: <u>MT USD</u>		Date: <u>4-9-15</u>	
Address: <u>(Job) Linda School</u>		Telephone: _____	
City, State, Zip: <u>Linda</u>		_____	
<u>(Quad Area #1)</u>			
- Palms Removal & Stump		500.00	
- mulberry tree & Stump (down) Removal		1500.00	
- 75 ft Amber tree top 70% thin weight		1,500.00	
<u>(NW Corner) lg Ash tree & Stump Removal</u>		1,800.00	
8 other trees in <u>(Quad Area)</u>			
raise, Building, height & weight reduction		1,400.00	
<u>(Quad #2) - lg Sycamore</u>			
raise, cut lower limbs over roof		800.00	
weight reduction			
<u>(North Side) 5 mulberry trees</u>			
and stump removal		3,500.00	
<u>(prevailing wage apply)</u>			
Thank you for thinking of Twin Cities Tree Service. As part of our services we will gladly assist you in your insurance claim. However you will be held liable for full payment of entire bill or any portion which your insurance carrier fails to pay.		11,000.00	
Signature: 		TOTAL PAID	

Sign X →

email: treeguy4075@syix.com

- license 7D279P
class C61-D49

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0910410

2014 Withholding Exemption Certificate

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The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Marysville Unified School District

Payee

Name

Anthony French

SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

68-0333070

Address (apt./etc., room, PO Box, or PMB no.)

1282 Stebler Ln, Suite 630-154

558-61-3729

City (if you have a foreign address, see instructions)

Yuba City, CA

State ZIP Code

CA

95993

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or limited liability companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print)

Anthony French Owner Telephone 530) 682-6409

Payee's signature



Date

2-25-15

Thank you for your payment.

Payment Confirmation Number: VTLJLM9D6DPC1

Registration Number: 1000013791

Contractor Name: ANTHONY BRIAN FRENCH

*** NOTICE: if paying by ACH/EFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

TWIN OAKS TREE SERVICE
1202 STADLER DR STE 680 #154
YUBA CITY, CA 95993

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Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name Anthony Brian Franch	
Business name, if different from above Twin Cities Tree Service	
Check appropriate box: <input checked="" type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) TWIN CITIES TREE SERVICE 1282 STABLER LN STE 630 #154 YUBA CITY, CA 95993	
City, state, and ZIP code	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
6	8	0	3	3	0	7	0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person

Date

3-25-19

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X

Form W-9 (Rev. 1-2002)

No. 1654 P. 2/2

SHOGWASE HOMES

Jun 24, 2005 1:16PM

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Contractor's License Detail for License # 702790

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

TWIN CITIES TREE SERVICE
955 CIVIC CENTER BLVD
YUBA CITY, CA 95993
Business Phone Number: (530) 755-1067

Entity Sole Ownership

Issue Date 02/16/1995

Expire Date **02/28/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 268937C

Bond Amount: \$12,500

Effective Date: 02/15/2010

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9113926

Effective Date: 10/01/2014

Expire Date: 10/01/2015

Workers' Compensation History

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KELLY KING INSURANCE SERVICES
PO Box 599
Ripon, CA 95366
License#: 0813268

CONTACT NAME **Kelly M. King or Aileen Hill**
PHONE (A/C No. Ext) **(888) 540-5464** FAX (A/C No.) **(209) 599-7517**
E-MAIL ADDRESS **aileen@kellykinginsurance.com**

INSURED **Twin Cities Tree Service**
Anthony French
1282 Stabler Lane #630-154
Yuba City, CA 95993

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Fire Ins. Co.	19682
INSURER B: Century National Ins. Co.	26905
INSURER C: Twin City Fire Ins. Co.	29459
INSURER D: State Comp Ins. Fund	35076
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		57UUNQY8049	9/1/14	9/1/15	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> WORKMANSHIP ERROR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 WKMSHP ERROR \$ 25,000
B	AUTOMOBILE LIABILITY			BAP0163345	9/1/14	9/1/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			57HHUQY8220	9/1/14	9/1/15	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		9113926-2014	10/1/14	10/1/15	E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT FLOATER			57UUNQY8049	9/1/14	9/1/15	SCHED. EQUIP \$500 DED.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL TREE WORK

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, THEIR MEMBERS OF THE BOARD OF TRUSTEES, AND THE OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND THE STATE ALLOCATION BOARD ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

MARYSVILLE JOINT UNIFIED SCHOOL DIST.
1919 B STREET
MARYSVILLE, CA 95901
ATTN: PURCHASING DEPARTMENT
cjensen@mjuds.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly M. King

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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

PROJECT AUTHORIZATION FOR PROFESSIONAL

SERVICES Project Authorization No.: 73

Date of Project: April 28, 2015

Authorization: ARCHITECT'S Project No.: _____

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated February 10, 2015 by and between the Marysville Joint Unified School District and Rainforth Grau Architects, Inc. (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize Rainforth Grau Architects, Inc. (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

1. PROJECT DESCRIPTION

- 1.1 Name: Linda ES HVAC Replacements/Prop 39
- 1.2 Location(s): 6180 Dunning Avenue, Marysville CA 95901

2. SCOPE OF WORK /BUDGET /SCHEDULE

- 2.1 Work Statement: ~~Rainforth Grau Architects~~ scope of work is limited to: participating in an initial site visit to observe existing conditions, discuss goals and objectives, schedule and other milestones. Assisting the District in the coordination and preparation of Project Specifications to be used for bidding purposes. Assisting the District in compiling bid documents/drawings. Assisting the District in coordination of documents during bidding. Conduct a site observation during construction to observe progress and status of work. Participate in punch walk and closeout process through certification by DSA.
- 2.2 Initial Construction Budget: Approximately \$254,100
The Energy Audit Report Cost of \$154,100 has been adjusted up 25% for current onstruction cost along with adding General Conditions of 20% and a Contingency of 10%.
- 2.3 See attached kW Energy Efficiency Measures Summary and backup materials for further description of scope assessments.
- 2.4 Estimated Milestones are:
 - Construction documents completion: 5-26-15
 - Advertising dates: 6-2-15 and 6-9-15
 - Pre Bid Walk: 6-10-15
 - Bid Opening: 6-17-15
 - Construction Start: 2-24-15
 - Construction Completion Date: 8-28-15.

3. ARCHITECT'S SERVICES & CONSULTANTS

- 3.1 The ARCHITECT shall provide basic services for the following phases of Services:

☒ Pre-Design
☒ Site Analysis

- X Schematic Design
- X Design Development
- X Construction Documents
- X Bidding and/or Negotiation
- N/A Construction
- X Administration
- X Post-Construction
- X Other – DSA legacy closeout of project #: 02-103371; 2003 and 54664; 1993.

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

N/A Civil Engineer.

- X_ Structural Engineer:
- X Mechanical/Plumbing Engineer:
- X Electrical Engineer:
- N/A_ Landscape Architect:
- N/A Food Service Consultant:

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

- N/A Theater Consultant:
- N/A Audio/Visual Consultant:
- N/A Acoustic Engineer/Designer:
- N/A Traffic Engineer:
- N/A Pool Consultant:
- X Energy Consultant:

4. ARCHITECT's COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

- 4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:
Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated 2/10/2015 per Article IV and Article X all based on the approved construction costs and as a percentage as outlined therein.

To be billed on a time expended basis in an amount not to exceed \$50,800 for program 8151 plus an amount not to exceed \$5,500.00 for DSA closeout of two legacy projects as noted in section 3.1 above.

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.

- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

Program: 81551 Prop 39

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services: **DSA Closeout with Certification Project numbers 02-103371; 2003 and 54664; 1999. Based on hourly rate schedule and in an amount not to exceed \$5,500.00.**

5.2 Special provisions for this project
include: None

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District
1919 8 Street
Marysville, CA 95901

MJUSD Name and Title Gay Todd, Superintendent

Date: 4/28/15

Rainforth Grau Architects, Inc.
2407 J Street, Ste. 202
Sacramento, CA 95816



RGA Signature, Principal Architect



MID PACIFIC ENGINEERING, INC.

GEOTECHNICAL ENGINEERING | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | CONSTRUCTION INSPECTION

81466
REDDING OFFICE
530-246-9499 ph

SACRAMENTO OFFICE
916-927-7000 ph

Cynthia Jensen
Marysville Joint Unified School District
1919 B Street
Marysville, California 95901

March 23, 2015

Proposal for Special Inspections and Testing

SOUTH LINDHURST HIGH SCHOOL – NEW MODULAR CLASSROOM BUILDING

4446 Olive Avenue
Marysville, California 95961
MPE No. 15-0084

As requested, our firm will provide special inspection and testing services for the South Lindhurst High School, New Modular Classroom Building, Marysville, California. The purposes of our work will be to provide on-call materials special inspections and testing as required by the project plans and as directed by your representatives. Results of our work would be summarized in daily field reports following completion of the work.

Attached is our budget estimate that presents a line item breakdown of our anticipated scope of services. Our estimated fees for this project are \$9836.

Work requested beyond the anticipated scope of services, based on minimal information provided to us, would be billed on a time and expense basis using our standard fee schedules. Please be aware that the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services.

It is emphasized that our representative will not act as supervisor of construction, nor will we direct construction operations. The contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work, job and site safety will be the sole responsibility of the contractors.

If this proposal is acceptable, please issue the appropriate authorization documents for us to proceed with the work.

Thank you for the opportunity to prepare this proposal. Please contact our office with any questions.

Mid Pacific Engineering, Inc.

Bruce Siegalkoff
Principal

G. Barry Lotz, P.E.
Senior Material Engineer

Attachments: Budget Estimate
Schedule of Fees

106

8146

**SPECIAL INSPECTION & TESTING SERVICES
SCOPE & BUDGET ESTIMATES
SOUTH LINDHURST HIGH SCHOOL – NEW MODULAR CLASSROOM BUILDING, MARYSVILLE, CA**

GRADING:		
Building Pad(s) Preparation:	2 days @ 6 hours @ \$95/hour	= \$1140
Field Sample Collection:	1 day @ 4 hours @ \$95/hour	= \$380
UNDERGROUND:		
Storm Drain Trench Backfill:	1 day @ 6 hours @ \$95/hour	= \$570
CONCRETE FRAMEWORK:		
Subgrade:	2 days @ 6 hours @ \$95/hour	= \$1140
AB:	2 days @ 6 hours @ \$95/hour	= \$1140
LAB:		
ASTM 1557A	2 @ \$235	= \$470
ASTM 1557C	1 @ \$235	= \$235
CONCRETE TESTING:		
Casting of Concrete Specimens	2 days @ 6 hours @ \$95/hour	= \$1140
Concrete Cylinder Transport	2 day @ 2 hours @ \$95/hour	= \$190
Concrete	10 @ \$30/each	= \$300
STEEL TESTING:		
Rebar Placement Inspection	2 days @ 4 hours @ \$95/hour	= \$760
Field Sampling and Steel Tagging	1 day @ 4 hours @ \$95/hour	= \$380
REINFORCING STEEL TESTING:		
Up to #7 bar	1 @ \$115	= \$115
MILEAGE:		
	15 trips @ 74 miles @ \$0.70/mile	= \$777
Final Letter of Inspection	2 @ \$500/each	= \$1000
DIR Wage Reporting	1 months @ \$150/month	= \$150
TOTAL ESTIMATE		\$9887

8/14/16

MID PACIFIC ENGINEERING, INC.
2015 DSA Prevailing Wage Schedule of Fees – Sacramento Office

LABOR	Rate per Hour
Field Testing and Inspection Technician	\$95
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$105
Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$115
Managing Technician	\$115
Laboratory Technician	\$75
Draftsperson	\$70
Staff Engineer/Geologist	\$100
Project Engineer/Geologist	\$125
Senior Engineer/Geologist	\$150
Principal Engineer	\$175

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

LABORATORY TESTING	Rate per Test
Soil and Aggregate	
Absorption of Sand or Gravel	\$65
Aggregate Unit Weight	\$60
Aggregate Crushed Particles	\$105
Atterberg Limits	\$165
Compaction Curve	\$235
Consolidation Test	\$560
Corrosion Testing	\$155
Direct Shear Test	\$150
Durability	\$175
Expansion Index	\$175
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$230
Grain Size Analysis - Fine or Coarse Sieve	\$110
Grain Size Analysis - Soils Finer than No. 200	\$100
Grain Size Analysis - Hydrometer	\$165
Moisture Content	\$35
Permeability	\$275
Resistance Value - Untreated	\$325
Resistance Value - Treated with Lime or Cement	\$375
Sand Equivalent	\$150
Specific Gravity	\$120
Triaxial Shear - Undisturbed	\$370
Triaxial Shear - Remolded	\$450
Unconfined Compression Test	\$120
Unit Weight and Moisture Content - Undisturbed Sample	\$40
Unit Weight and Moisture Content - Loose Sample	\$65
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$30
Compression Testing - Grout, Mortar or CLSM	\$40
Compression Testing - Masonry Unit or Brick	\$60
Compression Testing - Masonry Prism	\$185
Compression Testing - Concrete Core Including Trimming	\$50
Compression Testing - Shotcrete Core	\$55
Compression Testing - Hold Sample	\$25
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$525
Unit Weight of Hardened Concrete	\$60
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$80
Fire Proofing Unit Weight	\$55
Rebar Tensile and Bend 1 - 7 bar	\$115
Rebar Tensile and Bend 8 - 14 bar	\$165
Structural Bolt Set Tensile and Hardness	\$350

Please contact our office for laboratory testing not listed on the this fee schedule Quote

MISCELLANEOUS	
Mileage -- Billed Portal to Portal	\$0.70/mile
Per Diem	\$135/day
Outside Services	Cost +20%
Interim Verified Report	\$300
Final Verified Report	\$525
Department of Industrial Relations Wage Reporting	\$150/month

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